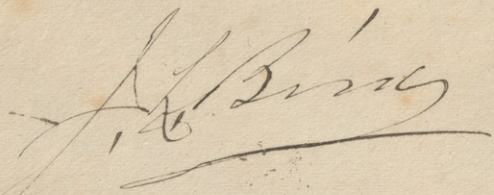
780 Grand Trunk



GRAND TRUNK MEMORANDA ETC. *Toronto, Montreal, 1852-59.*

6 items in 1. • 4to marbled boards • binder's title.

Contents:

An act to consolidate and regulate the general clauses relating to railways. 30th August, 1851. *Toronto, Brown's Printing Establishment, 1852. 51, [1*]-8*, [53]-76, 6 p.* "*An act to incorporate the Toronto & Guelph railway company. 30th August, 1851, and amendment thereto.*" *p.* [47]-8* "*An act to authorize the corporation of the city of Toronto to subscribe for stock in the Toronto and Guelph railway company, to the amount of one hundred thousand pounds.*" *p.* [53]-58 "*By-laws of the town and township of Guelph and the township of Chinguacousy.*" *p.* [59]-76 "*Agricultural census of 1851* [*of townships to be benefited by the railway*]." *p.* [1]-6

CAN. ACH. I 2341; CF. TPL 3242.

Agreement for amalgamation between the Grand Trunk Railway Company of Canada East, the Quebec & Richmond Railroad Company, the St. Lawrence & Atlantic Railroad Company, the Grand Junction Railway Company, the Toronto & Guelph Railway Company, and the Grand Trunk Railway Company of Canada, entered into in London, the 12th April, 1853. *Montreal, printed by J. Starke & Co., 1856. 49 p.*

Agreement between the City of Toronto and the Grand Trunk Railway Company of Canada for the construction of the company's tract along the front of the city. *Toronto, MacLear & Co., 1856. 15 p.*

Toronto: the grounds upon which are based her claims to be the seat of government of Canada; with a memorandum addressed by Sir Francis Bond Head, bart., to the Secretary of State for the Colonies, on the subject. *Toronto, Thompson & Co., printers, 1858. 34 p. • map.*

TLP 3861.

Public Schools, City of Toronto. Report of the past history and present conditon [*sic*], *of the common or public schools of the City of Toronto. Toronto, Lovell & Gibson, 1859. 131 p. • ill.*

Report of the Toronto Board of Trade, received and adopted at the annual meeting, February 27, 1856; and report on the Toronto & Georgian Bay Canal by M. P. Hayes, esq., secretary of the committee. Toronto, Thompson & Co., printers, 1856. 48 p. • fold. map.

TPL 5614.

Cornell 2341

AN ACT

TO

CONSOLIDATE AND REGULATE

THE

GENERAL CLAUSES

RELATING TO

RAILWAYS.

30th August, 1851.

TORONTO:
BROWN'S PRINTING ESTABLISHMENT, KING STREET EAST.

1852.

AN ACT

TO

CONSOLIDATE AND REGULATE THE GENERAL CLAUSES

RELATING TO

RAILWAYS.

30th August, 1851.

Preamble.

WHEREAS it is expedient to establish a general and uniform system for the construction and management of all Railways hereafter to be undertaken in Canada: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled an, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the government of Canada*, and it is hereby enacted by the authority of the same, That this Act shall apply to every Railway which shall by any Act which shall hereafter be passed be authorized to be constructed, and this Act shall be incorporated with such Act; and all the clauses and provisions of this Act, save in so far as they shall be expressly varied or excepted by any such Act, shall apply to the undertaking authorized thereby, so far as the same shall be applicable to such undertaking, and shall, as well as the clauses and provisions of every other Act which shall be incorporated with such Act, form part of such Act, and be construed together therewith as forming one Act.

This Act to apply to any Railway to be hereafter constructed.

II.

Name bywhich it shall be cited.

II And be it enacted, That in citing this Act, in any Special Railway Act, and in other Acts of Parliament, and in legal instruments, it shall be sufficient to use the expression, "*The Railway Clauses Consolidation Act.*"

What shall be sufficient in making an incorporation of this Act with Special Acts.

III. And be it enacted, That for the purpose of making any incorporation of this Act with Special Acts hereafter to be passed, it shall be sufficient in any such Acts to enact, that the Clauses of this Act, with respect to the matter so proposed to be incorporated, describing such matter as it is described in this Act, in the word or words at the head of and introductory to the enactment with respect to such matter, shall be incorporated with such Acts, and thereupon all the Clauses and provisions of this Act, with respect to the matter so incorporated shall, save in so far as they shall be expressly varied or excepted by such Acts, form part thereof, and such Acts shall be construed as if the substance of such Clauses and provisions were set forth therein with reference to the matter to which such Acts shall relate.

Power to construct Railway, &c., to be exercised subject to provisions of this Act.

IV. And be it enacted, That the power given by the Special Act to construct the Railway, and to take lands for that purpose, shall be exercised subject to the provisions and restrictions contained in this Act, and compensation shall be made to the owners and occupiers of and all other parties interested in any such lands so taken or injuriously affected by the construction of the Railway, for the value and for all damages sustained by reason of such exercise, as regards such lands, of the powers by this or the Special Act. or any Act incorporated therewith, vested in the Company; and, except where otherwise provided by this Act or the Special Act, the amount of such compensation shall be ascertained and determined in the manner provided by this Act.

Deposit of Stock Book in Provincial Secretary's Office by companies desirous of obtaining Special Acts.

V. And be it enacted, That any Company desirous to obtain a Special Act for the construction of a Railway, shall deposit with the Secretary of the Province, previous to the application to the Legislature, a copy of their Stock-Book, showing the number of their subscribers, and the actual *bona fide* amount of the subscriptions, and that at least one quarter of the intended Capital has been actually subscribed

subscribed, the truth whereof shall be supported by the affidavit or solemn affirmation, as the case may be, of two of the Directors or Shareholders of the Company, and the Company shall also at the same time deposit with the said Secretary a Certificate of the Cashier of some Chartered Bank in this Province, of the deposit therein of a sum equal to ten per cent. upon the amount of subscriptions, with authority to the said Secretary to control the withdrawal of the said deposit for such time as the Secretary may think proper, not longer than six months after the Railway shall have been actually commenced and proceeded with.

No Bill to be received by Legislature unless a certificate of deposit of Stock-Book, &c., be produced to the respective Clerks.

VI. And be it enacted, That no Bill for a Special Act for the allowance or establishment of a Railway shall be received by the Legislature unless and until there shall be deposited with the Clerks of both Branches, a Certificate from the Secretary of the Province, that the Company applying has complied in all respects with the requirements of the next preceding Clause.

INTERPRETATION.

Interpretation of words.

VII. And with respect to the construction of this Act, and of any Special Act, and of other Acts to be incorporated therewith, Be it enacted as follows:

"The Special Act."

Firstly. The expression "the Special Act," used in this Act, shall be construed to mean any Act which shall be hereafter passed, authorizing the construction of a Railway, and with which this Act shall be so incorporated as aforesaid; and the word "prescribed," used in this Act in reference to any matter herein stated, shall be construed to refer to such matter as the same shall be prescribed or provided for in the Special Act; and the sentence in which such word shall occur shall be construed as if, instead of the word "prescribed," the expression "prescribed for that purpose in the Special Act" had been used; and the expression "the lands" shall mean the lands which shall by the Special Act be authorized to be taken or used for the purpose thereof; and the expression "the undertaking" shall mean the Railway and works, of whatever description, by the Special Act authorized to be executed.

"Prescribed."

"The lands."

"The undertaking."

Secondly.

Secondly. The following words and expressions, both in this and the Special Act, shall have the meanings hereby assigned to them, unless there be something in the subject or context repugnant to such construction, that is to say:

"Lands." The word "Lands" shall include all real estate, messuages, lands, tenements and hereditaments of any tenure:

"Lease." The word "Lease" shall include any agreement for a lease:

"Toll." The word "Toll" shall include any rate or charge or other payment payable under this Act or the Special Act for any passenger, animal, carriage, goods, merchandize, articles matters or things conveyed on the Railway:

"Goods." The word "Goods" shall include things of every kind conveyed upon the Railway, or upon Steam or other vessels connected therewith:

"Superior Courts." The expression "Superior Courts" shall mean the Courts of Chancery, Queen's Bench and Common Pleas in Upper Canada, and the Superior Court in Lower Canada, as the case may be:

"County." The word "County" shall include any union of Counties, County Riding, or like division of a County in the Province or any division thereof into separate Municipalities in Lower Canada:

"Highways." The word "Highways" shall mean all public roads, streets, lanes, and other public ways and communications:

"Sheriff." The word "Sheriff" shall include Under Sheriff, or other legal competent Deputy; and where any matter in relation to any lands is required to be done by any Sheriff or Clerk of the Peace, the expression "the Sheriff," or the expression

"Clerk of the Peace." "Clerk of the Peace," shall in such case be construed to mean the Sheriff or Clerk of the Peace of the District, County, Riding, Division, or place where such lands shall be situate; and if the lands in question, being the property of one and the same party, be situate not wholly in one District, County, Riding, Division, or place, the same expression shall be construed to mean the Sheriff or Clerk of the Peace of any such District, County, Riding, Division, or place where any part of such lands shall be situate:

"Justice." The word "Justice" shall mean Justice of the Peace acting for the District, County, Riding, Division, City or place

place where the matter requiring the cognizance of any such Justice, shall arise, and who shall not be interested in the matter; and where such matter shall arise in respect of lands being the property of one and the same party, situate not wholly in any one District, County, Riding, Division, City or place, shall mean a Justice acting for the District, County, Riding, Division, City, or place where any part of such lands shall be situate, and who shall not be interested in such matter; and where any matter shall be authorized or required to be done by two Justices, the expression "two Justices" shall be understood to mean two Justices assembled and acting together: "Two Justices"

Where under the provisions of this Act or the Special Act, any notice shall be required to be given to the owner of any lands, or where any act shall be authorized or required to be done with the consent of any such owner, the word "owner" shall be understood to mean any Corporation or person who, under the provisions of this Act, or the Special Act, or any Act incorporated therewith, would be enabled to sell and convey lands to the Company: "Owner."

The expression "the Company" shall mean the company or party which shall be authorized by the Special Act to construct the Railway. "The Company."

The expression "the Railway" shall mean the Railway and works by the Special Act authorized to be constructed: "The Railway."

The word "clause" shall mean any separate section of this Act, or any other Act therein referred to, distinguished by a separate number: "The Clause."

The word, "Shareholder" shall mean every subscriber to or holder of stock in the undertaking, and shall extend to and include the personal representatives of the Shareholder. "Shareholder"

Thirdly. The Interpretation Act of this Province shall, in so far as the provisions thereof shall apply hereto, be deemed to form part hereof in the particulars not provided herein. Interpretation Act to apply.

INCORPORATION.

VIII. And be it enacted, That every Company established under any Special Act shall be and is hereby declared Companies established under Special Acts.

declared to be bodies corporate, &c.

declared to be a body corporate under such name as shall be declared in the Special Act, and shall be and is hereby invested with all the powers, privileges and immunities which are or may be necessary to carry into effect the intentions and objects of this Act and of the Special Act therefor, and which are incident to such Corporation, as are expressed or included in the Interpretation Act of this Province.

POWERS.

Powers:

IX. And be it enacted, That the Company shall have power and authority:

To receive grants of land, &c.;

Firstly. To receive, hold and take all voluntary grants and donations of land or other property which shall be made to it, to aid in the construction, maintenance and accommodation of the Railway, but which shall be held and used for the purpose of such grants or donations only.

Purchase land;

Secondly. To purchase, hold and take of any Corporation or person any land or other property necessary for the construction, maintenance, accommodation and use of the Railway, and also to alienate, sell or dispose of the same.

Occupy beaches;

Thirdly. To take, use, occupy and hold, but not to alienate except by way of lease, so much of the public beach or of the land covered with the waters of any river or lake in this Province as may be required for the Railway, doing no damage to, nor causing any obstruction in the navigation of the said rivers or lakes, provided that the lease shall be conditioned not to extend beyond the time during which such beach or land is required for the Railway.

Carry Railway across lands of Corporation, &c.;

Fourthly. To make, carry or place the Railway across or upon the lands of any Corporation or person whomsoever on the line of the Railway, or within the distance from such line as may be stated in the Special Act, although the name of such party be not entered in the Book of Reference hereinafter mentioned, through error or any other cause, or although some other party be erroneously mentioned as the owner of or entitled to convey, or be interested in such lands.

And across or along streams, &c.;

Fifthly. To construct, maintain and work the Railway across

across, along, or upon any stream of water, water-course, canal, highway or Railway, which it shall intersect or touch; but the stream, water-course, highway, canal or Railway so intersected or touched, shall be restored by the Company to its former state, or to such state as not to have impaired its usefulness. And across or along streams, &c.;

Sixthly. To make, complete, alter and keep in repair the Railway with one or more sets of rails or tracks to be worked by the force and power of steam, or of the atmosphere, or of animals, or by mechanical power, or by any combination of them. Complete Railway with one or more tracks, &c.;

Seventhly. To erect and maintain all necessary and convenient buildings, stations, depots, wharves and fixtures, from time to time to alter, repair or enlarge the same and to purchase and acquire stationary or locomotive engines and carriages, waggons, floats and other machinery and contrivances necessary for the accommodation and use of the passengers, freights and business of the Railway. Erect necessary buildings, wharves, &c.;

Eighthly. To make branch Railways, if required and provided by the Special Act, and to manage the same, and for that purpose to exercise and possess all the powers, privilges and authorities necessary therefor, in as full and ample a manner as for the Railway. Branch Railways;

Ninthly. To construct, erect and make all other matters and things which shall be necessary and convenient for the making, extending and using of the Railway, in pursuance of and according to the meaning and intent of this Act, and of the Special Act. All other matters and things necessary for Railway;

Tenthly. To take, transport, carry and convey persons and goods on the Railway, to regulate the time and manner in which the same shall be transported, and the tolls and compensation to be paid therefor, and to receive such tolls and compensation. Convey persons and goods on Railway;

Eleventhly. To borrow from time to time, either in this Province or elsewhere, such sums of money as may be expedient for completing, maintaining and working the Railway, and at a rate of interest not exceeding eight per cent. per annum, and to make the Bonds, Debentures or other securities granted for the sums so borrowed, payable either in currency or in sterling, and at such place or places Borrow money, &c.;

 within

within this Province or without as may be deemed advisable, and to sell the same at such prices or discount as may be be deemed expedient, or as shall be necessary, and to hypothecate, mortgage or pledge the lands, tolls, revenues and other property of the Company for the due payment of the said sums and the interest thereon, but no such debenture shall be for a less sum than Twenty-five Pounds.

Enter upon Her Majesty's Lands, &c.;

Twelfthly. To enter into and upon any lands of Her Majesty without previous license therefor, or of any Corporation or person whatsoever lying in the intended route or line of the Railway.

Make surveys of lands;

Thirteenthly. To make surveys, examinations, or other necessary arrangements on such lands necessary for fixing the site of the Railway, and to set out and ascertain such parts of the lands as shall be necessary and proper for the Railway.

Remove trees;

Fourteenthly. To fell or remove any trees standing in any woods, lands or forests, where the Railway shall pass, to the distance of six rods from either side thereof

Unite with other Railways.

Fifteenthly To cross, intersect, join and unite the Railway with any other Railway at any point on its route, and upon the lands of such other Railway, with the necessary conveniences for the purposes of such connection; and the owners of both Railways may unite in forming such intersection, and grant the facilities therefor; and in case of disagreement upon the amount of compensation to be made therefor, or upon the point or manner of such crossing and connection, the same shall be determined by Arbitrators to be appointed by a Judge of the Superior Courts in Lower Canada or Upper Canada, as the case may be.

PLANS AND SURVEYS.

X. And be it enacted, That Plans and Surveys shall be made and corrected as follows:

Provision respecting surveys and levels.

Firstly. Surveys and levels shall be taken and made of the lands through which the Railway is to pass, together with a Map or Plan thereof, and of its course and direction, and of the lands intended to be passed over and taken therefor, so far as then ascertained, and also a Book of Reference for the Railway, in which shall be set forth a general

general description of the said lands, the names of the owners and occupiers thereof, so far as they can be ascertained, and every thing necessary for the right understanding of such Map or Plan; and the Map or Plan and Book of Reference shall be examined and certified by the person performing the duties formerly assigned to the Surveyor General or his Deputies, who shall deposit copies thereof in the office of the Clerks of the Peace in the Districts or Counties through which the Railway shall pass, and also in the Office of the Secretary of the Province, and shall also deliver one copy thereof to the said Company, and all persons shall have liberty to resort to such copies, and to make extracts or copies thereof, as occasion shall require, paying to the said Secretary of the Province, or to the said Clerks of the Peace, at the rate of Six Pence for every hundred words; and the said triplicates of the said Map or Plan and Book of Reference so certified, or a true copy thereof certified by the Secretary of the Province or by the Clerks of the Peace, shall be, and is and are hereby declared to be good evidence in any Court of Law and elsewhere.

Omissions how remedied.

Secondly. Any omission, misstatement or erroneous descriptions of such lands, or of such owners or occupiers thereof, in any Map or Plan or Book of Reference, may be corrected by two Justices on application made to them, after giving ten days' notice to the owners of such lands, for the correction thereof, and the Justices shall certify the same accordingly if it shall appear to them that such omission, misstatement or erroneous description arose from mistake; and the Certificate shall state the particulars of any such omission, and the manner thereof, and shall be deposited with the said Clerks of the Peace of the Districts or Counties respectively in which such lands shall be situate, and be kept by them respectively along with the other documents to which they relate; and thereupon, such Map or Plan or Book of Reference shall be deemed to be corrected according to such Certificate; and it shall be lawful for the Company to make the Railway in accordance with such Certificate.

Alterations from original survey.

Thirdly. If any alterations from the original Plan or Survey

Survey be intended to be made in the line or course of the Railway, a Plan and Section in triplicate of such alterations as shall have been approved of by Parliament, on the same scale and containing the same particulars as the original Plan and Survey, shall be deposited in the same manner as the original Plan, and copies or extracts of such Plan and Section as shall relate to the several Districts or Counties, in or through which such alterations shall have been authorized to be made, shall be deposited with the Clerks of such several Districts and Counties.

Railway not to be proceeded with until map, &c., deposited.

Fourthly. Until such original Map or Plan and Book of Reference, or the Plans and Sections of the alterations, shall have been deposited as aforesaid, the execution of the Railway, or of the part thereof affected by the alterations, as the case may be, shall not be proceeded with.

Clerks of the Peace to receive copies of original plan, &c.

Fifthly. The Clerks of the Peace shall receive and retain the copies of the original Plans and Surveys, and copies of the Plans and Sections of alterations, and copies and extracts thereof respectively, and shall permit all persons interested to inspect any of the documents aforesaid, and to make copies and extracts of and from the same, under a penalty for default of One Pound Currency.

Copies certified to Clerk to be good evidence in Courts.

Sixthly. The copies of the Maps, Plans and Books of Reference, or of any alteration or correction thereof or extracts therefrom, certified by any such Clerk of the Peace, which Certificate such Clerk of the Peace shall give to all parties interested when required, shall be received in all Courts of Justice or elsewhere as good evidence of the contents thereof.

Line not to deviate more than a mile.

Seventhly. No deviation of more than one mile from the line of the Railway or from the places assigned thereto, in the said Map or Plan and Book of Reference or Plans or Sections shall be made, nor into, through, across, under or over any part of the lands not shewn in such Map or Plan and Book of Reference, or Plans or Sections, or within one mile of the said line and place, save in such instances as are provided for in the Special Act.

Error in the name of a person entered in a Book of Reference.

Eighthly. Provided that the Railway may be carried across or upon the lands of any person on the line, or within the distance from such line as aforesaid, although the

the name of such person be not entered in the Book of Reference through error or any other cause, or although some other person be erroneously mentioned as the owner of or entitled to convey, or be interested in such lands.

Ninthly. The lands which may be taken without the consent of the proprietor thereof, shall not exceed thirty yards in breadth, except in such places where the Railway shall be raised more than five feet higher, or cut more than five feet deeper than the surface of the line, or where offsets shall be established, or where stations, depots or fixtures are intended to be erected, or goods be delivered, and then not more than two hundred yards in length by one hundred and fifty yards in breadth, without the consent of the person authorized to convey such lands; and the places at which such extra breadth is to be taken shall be shewn on the Map or Plan, or Plans or Sections, so far as the same may be then ascertained, but their not being so shewn shall not prevent such extra breadth from being taken, provided it be taken upon the line shewn or within the distance aforesaid from such line.

Extent of lands to be taken without consent of proprietor.

Tenthly. The extent of the public beach, or of the land covered with the waters of any river or lake in this Province taken for the Railway, shall not exceed the quantity limited in the next preceding clause.

Extent of public beach to be taken.

LANDS, AND THEIR VALUATION.

XI. And be it enacted, That the conveyance of lands their valuation and the compensation therefor, shall be made in manner following:

Firstly. All Corporations and persons whatever, tenants in tail or for life, *grevés de substitution*, guardians, curators, executors, administrators, and all other trustees whatsoever, not only for and on behalf of themselves, their heirs and successors, but also for and on behalf of those whom they represent, whether infants, issue unborn, lunatics, idiots, *femes-covert*, or other persons, who are or shall be seized, possessed of or interested in any lands, may contract for, sell and convey unto the Company all or any part thereof; and any contract, agreement, sale, conveyance and assurance so to be made, shall be valid and effectual in law to all

Corporation, &c., may convey lands.

all intents and purposes whatsoever; any law, statute, usage or custom to the contrary thereof in anywise notwithstanding, and such Corporation or person, so conveying as aforesaid, is hereby indemnified for what he or it shall respectively do by virtue of or in pursuance of this Act.

Effect of contracts made before deposit of map.

Secondly. Provided, that any contract or agreement made by any party authorized by this Act to convey lands, and made before the deposit of the Map or Plan and Book of Reference, and before the setting out and ascertaining of the lands required for the Railway, shall be binding at the price agreed upon for the same lands, if they shall be afterwards so set out and ascertained within one year from the date of the contract or agreement, and although such land may, in the mean time, have become the property of a third party; and possession of the land may be taken and the agreement and price may be dealt with, as if such price had been fixed by an award of Arbitrators as hereinafter provided, and the agreement shall be in the place of an award.

Corporations who cannot sell, may agree upon a fixed rent.

Thirdly. All Corporations or persons who cannot in common course of law sell or alienate any lands so set out and ascertained, shall agree upon a fixed annual rent as an equivalent, and not upon a principal sum, to be paid for the lands: and if the amount of the rent shall not be fixed by voluntary agreement or compromise, it shall be fixed in the manner herein prescribed, and all proceedings shall in that case be regulated as herein prescribed; and for the payment of the said annual rent, and every other annual rent agreed upon or ascertained, aad to be paid for the purchase of any lands, or for any part of the purchase money of any lands, which the vendor shall agree to leave unpaid, the Railway and the tolls thereon shall be and are hereby made liable and chargeable in preference to all other claims and demands thereon whatsoever, the Deed creating such charge and liability being duly registered in the Registry Office of the proper County.

As to proprietors *par indivis.*

Fourthly. Whenever there shall be more than one party proprietor of any land as joint tenant or tenants in common, or *par indivis*, any contract or agreement made in good faith with any party or parties proprietor or being together

proprietors

proprietors of one third or more of such land, as to the amount of compensation for the same or for any damages thereto, shall be binding as between the remaining proprietor or proprietors as joint tenants or tenants in common and *par indivis;* and the proprietor or proprietors who have so agreed, may deliver possession of such land, or empower the entry upon the same, as the case may be.

After one month's notice of deposit of map, &c., application to the owner of lands.

Fifthly. After one month from the deposit of the Map or Plan and Book of Reference as aforesaid, and from notice thereof in at least one newspaper, if there be any, published in each of the Districts and Counties through which the Railway is intended to pass, application may be made to the owners of lands or to parties empowered to convey lands, or interested in lands which may suffer damage from the taking of materials or the exercise of any of the powers granted for the Railway, and thereupon, agreements and contracts may be made with the said parties touching the said lands or the compensation to be paid for the same, or for the damages, or as to the mode in which the said compensation shall be ascertained, as shall seem expedient to both parties, and in case of disagreement between them, or any of them, then all questions which shall arise between them, shall be settled as follows, that is to say:

Deposit to be general notice.

Sixthly. The deposit of a Map or Plan and Book of Reference, and the notice of such deposit, given as aforesaid, shall be deemed a general notice to all such parties as aforesaid of the lands which will be required for the said Railway and works.

Notice to opposite party.

Seventhly. The notice served upon the party shall contain a description of the lands to be taken, or of the powers intended to be exercised with regard to any lands, describing them; a declaration of readiness to pay some certain sum or rent, as the case may be, as compensation for such lands or for such damages, and the name of a person to be appointed as the Arbitrator of the Company, if their offer be not accepted: and such notice shall be accompanied by the Certificate of a Sworn Surveyor for Upper Canada or Lower Canada, as the case may be, disinterested in the matter, and not being the Arbitrator named in the notice, that the land, if the notice relate to the taking of land,

is shewn

Sic.

is shewn on the said Map or Plan, and is required for the Railway, or is within the limits of deviation hereby allowed; that he knows the land, or the amount of damage likely to arise from the exercise of the powers; and that the sum so offered is, in his opinion, a fair compensation for the land, and for the damages as aforesaid.

If the party be absent or unknown.

Eighthly If the opposite party be absent from the District or County in which the lands lie, or be unknown, then, upon application to a Judge of the District, County or Circuit Court, as the case may be, accompanied by such Certificate as aforesaid, and by an affidavit of some officer of the Company that the opposite party is so absent, or that after diligent enquiry, the party on whom the notice ought to be served cannot be ascertained, the Judge shall order a notice as aforesaid, but without a Certificate, to be inserted three times in the course of one calendar month in some newspaper published in the said District or County.

Party not accepting the Company's offer, and not appointing an arbitrator.

Ninthly. If within ten days after the service of such notice, or within one month after the first publication thereof as aforesaid, the opposite party shall not notify to the Company his acceptance of the sum offered by them, or notify to them the name of a person whom he appoints as Arbitrator, then the Judge shall, on the application of the Company, appoint a sworn Surveyor for Upper or Lower Canada, as the case may be, to be sole Arbitrator for determining the compensation to be paid as aforesaid.

Appointment of arbitrators by opposite party.

Tenthly. If the opposite party shall, within the time aforesaid, notify to the Company the name of his Arbitrator, then the two Arbitrators shall jointly appoint a third, or if they cannot agree upon a third, then the Judge shall, on the application of the party or of the Company, (previous notice of at least one clear day having been given to the other party) appoint a third Arbitrator.

Third arbitrator.

Duties of arbitrators.

Eleventhly. The Arbitrators, or any two of them, or the sole Arbitrator, being sworn before some Justice of the Peace for the District or County in which the lands lie as aforesaid, faithfully and impartially to perform the duties of their office, shall proceed to ascertain the said compensation in such way as they or he, or a majority of them, shall deem best, and the award of such Arbitrators, or any two

of

of them, or of the sole Arbitrator, shall be final and conclusive: Provided that no such award shall be made or any official act be done by such majority, except at a meeting held at a time and place of which the other Arbitrator shall have at least one clear day's notice, or to which some meeting at which the third Arbitrator was present, shall have been adjourned; and no notice to either of the parties shall be necessary, but they shall be held sufficiently notified through the Arbitrator they shall have appointed, or whose appointment they shall have required. Proviso.

Twelfthly. Provided, that if in any case where three Arbitrators shall have been appointed, the sum awarded be not greater than that offered, the costs of the Arbitration shall be borne by the opposite party, and deducted from the compensation, but if otherwise, they shall be borne by the Company, and in either case they may, if not agreed upon, be taxed by the Judge aforesaid. Costs how paid.

Thirteenthly. The Arbitrators, or a majority of them, or the sole Arbitrator, may examine on oath or solemn affirmation the parties, or such witnesses as shall voluntarily appear before him or them, and may administer such oath or affirmation; and any wilfully false statement made by any witness, under such oath or affirmation, shall be deemed wilful and corrupt perjury, and punishable accordingly. Arbitrators may examine on oath.

Fourteenthly. The Judge by whom any third Arbitrator or sole Arbitrator shall be appointed, shall, at the same time, fix a day on or before which the award shall be made, and if the same be not made on or before such day, or some other day to which the time for making it shall have been prolonged, either by the consent of the parties or by the order of the Judge (as it may be for reasonable cause shewn, on the application of such sole Arbitrator or of one of the Arbitrators after one clear day's notice to the others), then, the sum offered by the Company as aforesaid, shall be the compensation to be paid by them. Time within which award must must be made.

Fifteenthly. If the Arbitrator appointed by such Judge, or if any Arbitrator appointed by the parties, shall die before the award be made, or be disqualified, or refuse or fail to act within a reasonable time, then, upon the application of either party, such Judge being satisfied by affidavit Arbitrator dying, &c.

or otherwise of such disqualification, refusal or failure, may, in his discretion, appoint another Arbitrator in the place of him by the Judge previously appointed, and the Company and party may each appoint an arbitrator in place of their Arbitrator deceased or otherwise not acting as aforesaid, but no recommencement or repetition of prior proceedings shall be required in any case.

Company may desist paying costs.

Sixteenthly. Any such notice for lands, as aforesaid, may be desisted from, and new notice given, with regard to the same or other lands, to the same or any other party, but in any such case, the liability to the party first notified for all damages or costs by him incurred in consequence of such first notice and desistment, shall subsist.

Arbitrators not disqualified for certain circumstances.

Seventeenthly. The Surveyor or other person offered or appointed as Valuator or as Arbitrator, shall not be disqualified by reason that he is professionally employed by either party, or that he has previously expressed an opinion as to the amount of compensation, or that he is related or of kin to any member of the Company, provided he is not himself personally interested in the amount of the compensation, and no cause of disqualification shall be urged against any Arbitrator appointed by the Judge after his appointment, but shall be made before the same, and its validity or invalidity shall be summarily determined by the Judge; and no cause of disqualification shall be urged against any Arbitrator appointed by the Company or by the opposite party after the appointment of a third Arbitrator; and the validity or invalidity of any cause of disqualification urged against any such Arbitrator, before the appointment of a third Arbitrator, shall be summarily determined by any such Judge, on the application of either party, after one clear day's notice to the other, and if such cause be determined to be valid, the appointment shall be null, and the party offering the person so adjudged to be disqualified, shall be held to have appointed no Arbitrator.

Awards not avoided for want of form.

Eighteenthly. No award made as aforesaid shall be invalidated from any want of form or other technical objection, if the requirements of this Act shall have been complied with, and if the award shall state clearly the sum awarded, and the lands or other property, right or thing for which such sum is to be the compensation; nor shall

it

it be necessary that the party, or parties to whom the sum is to be paid, be named in the award.

Possession may be taken on payment, tender, &c., of sum awarded.

Nineteenthly. Upon payment or legal tender of the compensation or annual rent so awarded or agreed upon as aforesaid to the party entitled to receive the same, or upon the deposit of the amount of such compensation in the manner hereinafter mentioned, the award or agreement shall vest in the said Company the power forthwith to take possession of the lands, or to exercise the right, or to do the thing for which such compensation or annual rent shall have been awarded or agreed upon; and if any resistance or forcible opposition shall be made by any person, to their so doing, the Judge, may, on proof to his satisfaction of such award or agreement, issue his Warrant to the Sheriff of the District or County, or to a Bailiff, as he may deem most suitable, to put the said Company in possession, and to put down such resistance or opposition, which the Sheriff or Bailiff, taking with him sufficient assistance, shall accordingly do: Provided that such Warrant may also be granted by any such Judge, without such award or agreement, on affidavit to his satisfaction that the immediate possession of the lands or of the power to do the thing mentioned in the notice, is necessary to carry on some part of the said Railway with which the said Company are ready forthwith to proceed; and upon the said Company giving security to his satisfaction, and in a sum which shall not be less than double the amount mentioned in the notice, to pay or deposit the compensation to be awarded within one month after the making of the award, with interest from the time at which possession shall be given, and with such costs as may be lawfully payable by the Company.

Proviso.

As to incumbrances upon lands, &c., purchased or taken in Upper Canada.

Twentiethly. The compensation for any lands which might be taken without the consent of the proprietor, shall stand in the stead of such lands; and any claim to or incumbrance upon the said lands, or any portion thereof, shall, as against the Company, be converted into claim to the compensation, or to a like proportion thereof, and they shall be responsible accordingly whenever they shall have paid such compensation, or any part thereof, to a party not entitled to receive the same, saving always their recourse against such

Proviso.

such party: Provided that if the Company shall have reason to fear any claims or incumbrances, or if any party to whom the compensation or annual rent, or any part thereof shall be payable, shall refuse to execute the proper conveyance and guarantee, or if the party entitled to claim the same cannot be found, or be unknown to the Company, or if for any other reason the Company shall deem it advisable, it shall be lawful, if the lands be situated in Upper Canada, for them to pay such compensation into the office of either of the Superior Courts for Upper Canada, with the interest thereon for six months, and to deliver to the Clerk of the Court an authentic copy of the conveyance, or of the award or agreement if there be no conveyance, and such award or agreement shall thereafter be deemed to be the title of the Company to the land therein mentioned; and a notice, in such form and for such time as the said Court shall appoint, shall be inserted in some newspaper, if there be any published in the County in which the lands are situate, and in the City of Toronto, which shall state that the title of the Company, that is, the conveyance, agreement or award, is under this Act, and shall call upon all persons entitled to the land, or to any part thereof, or representing or being the husbands of any parties so entitled, to file their claims to the compensation or any part thereof, and all such claims shall be received and adjudged upon by the Court, and the said proceedings shall for ever bar all claims to the lands, or any part thereof, including dower, as well as all mortgages or incumbrances upon the same, and the Court shall make such order for the distribution, payment or investment of the compensation, and for the securing of the rights of all parties interested, as to right and justice, and according to the provisions of this Act and the Special Act and to law, shall appertain; and the costs of the proceedings, or any part thereof, shall be paid by the Company, or by any other party as the Court shall deem it equitable to order; and if such order of distribution as aforesaid be obtained in less than six months from the payment of the compensation into Court, the Court shall direct a proportionate part of the interest to be returned to the Company, and if from any error, fault

or

or neglect of the Company, it shall not be obtained until after the six months are expired, the Court shall order the Company to pay the claimants the interest for such further period as may be right.

Case in which lands are situate in Lower Canada, and Company have reason to fear incumbrances, provided for.

Twenty-firstly. If the lands so taken be situated in Lower Canada, and if the said Company shall have reason to fear any such claim, mortgage, hypothec or incumbrance, or if any party to whom the compensation or annual rent, or any part thereof, shall be payable, shall refuse to execute the proper conveyance and guarantee, or if the party entitled to claim the compensation or rent cannot be found, or be unknown to the Company, or if for any other reason the Company shall deem it advisable, it shall be lawful for them to pay such compensation into the hands of the Prothonotary of the Superior Court for the District in which such land is situate, with the interest thereon for six months, and to deliver to the said Prothonotary an authentic copy of the conveyance, or of the award, if there be no conveyance, and such award shall thereafter be deemed to be the title of the said Company to the land therein mentioned, and proceedings shall thereupon be had for the confirmation of the title of the said Company, in like manner as in other cases of confirmation of title, except that, in addition to the usual contents of the notice, the Prothonotary shall state that the title of the Company (that is, the conveyance or award) is under this Act, and shall call upon all persons entitled to the lands, or any part thereof, or representing or being the husband of any party so entitled, to file their oppositions for their claims to the compensation, or any part thereof, and all such oppositions shall be received and adjudged upon by the Court; and the judgment of confirmation shall forever bar all claims to the land, or any part thereof (including dower not yet open), as well as any mortgage, hypothec or incumbrance upon the same; and the Court shall make such order for the distribution, payment or investment of the compensation, and for the security of the rights of all parties interested, as to right and justice, and the Special Act, and according to the provisions of this Act and to law, shall appertain; and the costs of the said proceedings, or any part thereof, shall be paid by the Company,

pany, or by any other party, as the Court shall deem it equitable to order; and if judgment of confirmation be obtained in less than six months from the payment of the compensation to the Prothonotary, the Court shall direct a proportionate part of the interest to be returned to the Company, and if from any error, fault or neglect of the Company, it shall not be obtained until after the six months are expired, the Court shall order the Company to pay the Prothonotary the interest for such further period as may be right.

Case in which Railway shall pass through Indian lands, provided for.

Twenty-secondly If the said Railway shall pass through any land belonging to or in possession of any Tribe of Indians in this Province, or if any act occasioning damage to their lands shall be done under the authority of this Act or the Special Act, compensation shall be made to them therefor, in the same manner as is provided with respect to the lands or rights of other individuals; and whenever it shall be necessary that Arbitrators shall be chosen by the parties, the Chief Officer of the Indian Department within this Province, is hereby authorized and required to name an Arbitrator on behalf of the Indians, and the amount which shall be awarded in any case shall be paid, where the lands belong to the Indians, to the said Chief Officer, for the use of such Tribe or Body.

As to lands belonging to Her Majesty, &c.

Twenty-thirdly. Whenever it shall be necessary for the Company to occupy any part of the lands belonging to the Queen's Majesty, reserved for Naval or Military purposes, they shall first apply for and obtain the license or consent of Her said Majesty, under the Hand and Seal of the Governor for the time being, and having obtained such license and consent, they may at any time or times enter into or upon, have, hold, use, occupy, and enjoy any of the said lands for the purposes of the Railway: Provided always, that in the case of any such Naval or Military Reserves, no such license or consent shall be given but upon a Report first made thereupon by the Naval or Military authorities in which such lands shall for the time being being be vested, approving of such license and consent being so given as aforesaid.

Proviso.

HIGHWAYS AND BRIDGES.

XII. And be it enacted, That the Highways and Bridges shall be regulated as follows:

Firstly. The Railway shall not be carried along any existing Highway, but merely cross the same in the line of the Railway, unless leave be obtained from the proper Municipal authority therefor; and no obstruction of such Highway with the works shall be made without turning the Highway so as to leave an open and good passage for carriages, and, on completion of the works, replacing the Highway, under a penalty of not less than Ten Pounds for any contravention; but, in either case, the rail itself, provided it does not rise above or sink below the surface of the road more than one inch, shall not be deemed an obstruction.

Railway not to be carried along any highway without leave from Municipal authorities.

Secondly. No part of the Railway which shall cross any Highway without being carried over by a Bridge, or under by a Tunnel, shall rise above or sink below the level of the Highway more than one inch; and the Railway may be carried across or above any Highways within the limits aforesaid.

Railway not to rise more than one inch above level of highways when crossing the same.

Thirdly. The space of the arch of any Bridge erected for carrying the Railway over or across any Highway shall at all times be, and be continued of the open and clear breadth and space, under such arch, of not less than twenty feet, and of a height from the surface of such Highway to the centre of such arch of not less than twelve feet; and the descent under any such Bridge shall not exceed one foot in twenty feet.

Height and breadth of bridge over highways.

Fourthly. The ascent of all Bridges erected to carry any Highway over any Railway shall not be more than one foot in twenty feet increase over the natural ascent of the Highway; and good and sufficient fence shall be made on each side of every Bridge, which fence shall not be less than four feet above the surface of the Bridge.

Ascent of bridges.

Fifthly. Signboards stretching across the Highway crossed at a level by any Railway, shall be erected and kept up at each crossing at such height as to leave sixteen feet from the Highway to the lower edge of the signboard, and

Precautions when Railway crosses a highway.

and having the words "Railway Crossing" painted on each side of signboard, and in letters not less than six inches in length; and for every neglect to comply with the requirements of this section, a penalty not exceeding Ten Pounds currency shall be incurred.

FENCES.

XIII. And be it enacted, That—

Fences to be erected on each side of Railway.

Firstly. Fences shall be erected and maintained on each side of the Railway, of the height and strength of an ordinary division fence, with openings, or gates, or bars therein and farm crossings of the Road, for the use of the proprietors of the lands adjoining the Railway, and also cattle guards at all road crossings, suitable and sufficient to prevent cattle and animals from getting on the Railway; and until such fences and cattle guards shall be duly made, the Company shall be liable for all damages which shall be done by their trains or engines to cattle, horses, or other animals on the Railway; and after the fences or guards shall be duly made, and while they are duly maintained, no such liability shall accrue for any such damages unless negligently or wilfully done; and if any person shall ride, lead or drive any horse or other animal upon such Railway, and within the fences and guards, other than the farm crossings, without the consent of the Company, he shall for every such offence forfeit a sum not exceeding Ten Pounds, and shall also pay all damages which shall be sustained thereby to the party aggrieved; and no person other than those connected with, or employed by, the Railway, shall walk along the track thereof, except where the same shall be laid across or along a Highway.

Dividing and separating of lands for Railway from neighbouring lands.

Secondly. Within six months after any lands shall be taken for the use of the Railway, and if thereunto required by the proprietors of the adjoining lands respectively, but not otherwise, the lands shall be, by the Company, divided and separated and kept constantly divided and separated from the lands or grounds adjoining thereto, with a sufficient post or rail, hedge, ditch, bank, or other fence, sufficient to keep off hogs, sheep and cattle, to be set and made on the lands so taken, and which the Company shall,

shall, at their own costs and charges, from time to time, maintain, support and keep in sufficient repair.

TOLLS.

XIV. And be it enacted, That Tolls shall be established as follows:

Tolls to be fixed by By-laws.

Firstly. Tolls shall be from time to time fixed and regulated by the By-laws of the Company, or by the Directors, if thereunto authorized by the By-laws, or by the Shareholders at any general meeting, and shall and may be demanded and received for all passengers and goods transported upon the Railway or in the Steam Vessels to the undertaking belonging, and which shall be paid to such persons and at such places near to the Railway, in such manner and under such regulations as the By-laws shall direct; and in case of denial or neglect of payment of any such Tolls, or any part thereof, on demand, to such persons, the same may be sued for and recovered in any competent Court, or the Agents or Servants of the Company may, and they are hereby empowered to seize the goods for or in respect whereof such tolls ought to be paid, and detain the same until payment thereof; and in the meantime the said goods shall be at the risk of the owners thereof; and if the said tolls shall not be paid within six weeks, the Company shall thereafter have power to sell the whole or any part of such goods, and out of the money arising from such sales to retain the tolls payable as aforesaid, and all charges and expenses of such detention and sale; rendering the surplus, if any, of the money realized from such sale, or of such of the goods as may remain unsold, to the person entitled thereto; and if any goods shall remain in the possession of the Company unclaimed for the space of twelve months, the Company shall thereafter, and on giving public notice thereof by advertisement for six weeks in the *Canada Gazette*, and in such other papers as they may deem necessary, have power to sell such goods by public auction at a time and place to be mentioned in such advertisement, and out of the proceeds thereof to pay such tolls and all reasonable charges for storing, advertising and selling such goods, and any balance of such proceeds shall be kept by

 the

the Company for a further period of three months, to be paid over to any party entitled thereto; and in default of such balance being claimed before the expiration of the period last aforesaid, the same shall be paid over to the Receiver-General, to be applied to the general purposes of the Province, until such time as the same shall be claimed by the party entitled thereto; and all or any of the said tolls may, by any by-law, be lowered and reduced and again raised as often as it shall be deemed necessary for the interests of the undertaking: Provided that the same tolls shall be payable at the same time and under the same circumstances upon all goods and persons, so that no undue advantage, privilege or monopoly may be afforded to any person or class of persons by any By-laws relating to the tolls.

Proviso.

A fraction of a mile to be considered as a whole one in charging tolls.

Secondly. In all cases, a fraction in the distance over which goods or passengers shall he transported on the Railway shall be considered as a whole mile; and for a fraction of a ton in the weight of any goods, a proportion of the tolls shall be demanded and taken, according to the number of quarters of a ton contained therein, and a fraction of a quarter of a ton shall be deemed and considered as a whole quarter of a ton.

Table of tolls to be stuck up in cars, &c.

Thirdly. The Directors shall, from time to time, print and stick up, or cause to be printed and stuck up, in the office, and in all and every of the places where the tolls are to be collected, and in every passenger car, in some conspicuous place there, a printed board or paper exhibiting all the tolls payable, and particularising the price or sum of money to be charged or taken for the carriage of any matter or thing.

Fourthly. No tolls shall be levied or taken until approved of by the Governor in Council, nor until after two weekly publications in the *Canada Gazette* of the By-law establishing such tolls, and of the Order in Council approving thereof.

Fifthly. Every By-law fixing and regulating tolls shall be subject to revision by the Governor in Council from time to time, after approval thereof as aforesaid; and after an Order in Council, reducing the tolls fixed and regulated by

by any By-law, shall have been twice published in the *Canada Gazette*, the tolls mentioned in such Order in Council shall be substituted for those mentioned in such By-law so long as such Order in Council remains unrevoked.

GENERAL MEETINGS.

XV. And be it enacted, That the Shareholders shall always have power to assemble together at general meetings for purposes connected with or belonging to the undertaking, and at any annual general meeting, and elect Directors in the manner provided by the next succeeding clause.

Shareholders may hold general meetings.

DIRECTORS—THEIR ELECTION AND DUTIES.

XVI. And be it enacted, That—

Firstly. A Board of Directors of the undertaking to manage its affairs, the number whereof shall be stated in the Special Act, shall be chosen annually by a majority of the Shareholders voting at such election at a general meeting, the time and place for which shall be appointed by the Special Act, and if such election shall not be held on the day so appointed, it shall be the duty of the Directors to notify and cause such election to be held within thirty days after the day so appointed; and on the day so notified, no person shall be admitted to vote except those who would have been entitled to vote had the election been held on the day when it ought to have been held; and vacancies in the Board of Directors shall be filled in such manner as may be prescribed by the By-laws; and no person shall be a Director unless he be a Stockholder, owning stock absolutely in his own right, and qualified to vote for Directors at the election at which he shall be chosen.

Board of Directors.

Secondly. The method of calling general meetings, and the time and place of the first meeting of Stockholders for the appointment of Directors, shall be determined and settled in the Special Act.

Calling of special meetings, &c.

Thirdly. The number of votes to which each Shareholder shall be entitled on every occasion when the votes of the members are to be given, shall be in the proportion to the

Votes to be in proportion to shares.

the number of shares held by him, unless otherwise provided by the Special Act; and all Shareholders, whether resident in this Province or elsewhere, may vote by proxy, if they shall see fit: Provided that such proxy do produce from his constituent an appointment in writing, in the words or to the effect following, that is to say:

"I, of , one
"of the Shareholders of the , do hereby
"appoint , of , to
"be my proxy, and in my absence to vote or give my
"assent to any business, matter or thing relating to the
"said undertaking, that shall be mentioned or proposed at
"any meeting of the Shareholders of the said Company, or
"any of them, in such manner as he, the said
" , shall think proper. In witness whereof, I have
"hereunto set my hand and seal, the day
"of , in the year ."

Votes by proxy.

Fourthly. The votes by proxy shall be as valid as if the principals had voted in person; and every matter or thing proposed or considered in any public meeting of the Shareholders shall be determined by the majority of votes and proxies then present and given as aforesaid, and all decisions and acts of any such majority shall bind the Company, and be deemed the decisions and acts of the Company.

Term of office of Directors.

Fifthly The Directors first appointed, or those appointed in their stead, in case of vacancy, shall remain in office until the next annual election of Directors at the time appointed therefor, at which time an annual general meeting of the Shareholders shall be held to choose Directors for the ensuing year, and generally to transact the business of the Company: Provided always, that the said Directors, in case of the death, absence or resignation of any of them, may appoint others in their stead; but if such appointment be not made, such death, absence or resignation shall not invalidate the acts of the remaining Directors.

Proviso.

President.

Sixthly. The Directors shall, at their first or at some other meeting, after the day appointed for the annual general meeting, elect one of their number to be the President of the Company, who shall always, when present, be the Chairman of and preside at all meetings of the Directors, and

and shall hold his office until he shall cease to be a Director, or until another President shall be elected in his stead, and they may in like manner elect a Vice-President, who shall act as Chairman in the absence of the President. Vice President.

Seventhly. The Directors at any meeting at which not less than a quorum to be settled by the Special Act shall be present, shall be competent to use and exercise all and any of the powers vested in the said Directors, but no one Director shall have more than one vote at any meeting except the Chairman, who shall, in case of a division of equal numbers, have the casting vote, and the Directors shall be subject to the examination and control of the Shareholders at their annual meetings, and be subject to all By-laws of the Company, and to the orders and directions from time to time made at the annual or at any special meetings, such orders and directions not being contrary to any express directions or provisions of this Act or the Special Act: And provided also, that the act of any majority of a quorum of the Directors present at any meeting regularly held, shall be deemed the act of the Directors. Quorum of Directors. Proviso.

Eighthly. No person holding any office, place or employment in or being concerned or interested in any contracts under or with the Company, shall be capable of being chosen a Director, or of holding the office of Director. Officers of Company cannot be Directors

Ninthly. The Directors shall make By-laws for the management and disposition of the stock, property and business affairs of the Company, not inconsistent with the laws of this Province, and for the appointment of all officers, servants and artificers, and prescribing their respective duties. By-laws for management of stock, &c.

Tenthly. The Directors may from time to time make such calls of money upon the respective Shareholders, in respect of the amount of Capital respectively subscribed or owing by them, as they shall deem necessary, provided that thirty days' notice at the least be given of each call, and that no call exceed the prescribed amount to be determined therefor in the Special Act, nor made at a less interval than two months from the previous call, or a greater amount be called in, in any one year, than the prescribed Calls.

prescribed amount therefor in the Special Act, and every Shareholder shall be liable to pay the amount of the call so made in respect of the shares held by him to the persons and at the times and places from time to time appointed by the Company or the Directors.

Interest to be charged on unpaid calls.

Eleventhly. If before or on the day appointed for payment, any Shareholder do not pay the amount of any call, he shall be liable to pay interest for the same, at the rate of six per centum per annum, from the day appointed for the payment thereof to the time of the actual payment.

Amount of call may be recovered by suit.

Twelfthly. If at the time appointed for the payment of any call, any Shareholder shall fail to pay the amount of the call, he may be sued for the same, in any Court of Law or Equity having competent jurisdiction, and the same may be recovered with lawful interest from the day on which such call was payable.

Certain formalities not necessary in actions for calls.

Thirteenthly. In any action or suit to recover any money due upon any call, it shall not be necessary to set forth the special matter, but it shall be sufficient to declare that the Defendant is the holder of one share or more, stating the number of shares, and is indebted in the sum of money to which the calls in arrear shall amount, in respect of one call or more upon one share or more, stating the number and amount of each of such calls, whereby an action hath accrued to the said Company by virtue of the Special Act.

Certificate of proprietorship *prima facie* evidence.

Fourteenthly. The Certificate of Proprietorship of any share shall be admitted in all Courts as *prima facie* evidence of the title of any Shareholder, his executors, administrators, successors or assigns, to the share therein specified; nevertheless, the want of such Certificate shall not prevent the holder of any share from disposing thereof.

Penalty for refusal to pay calls.

Fifteenthly. Any persons neglecting or refusing to pay a rateable share of the calls as aforesaid, for the space of two calendar months after the time appointed for the payment thereof, shall forfeit their respective shares in the undertaking, and all the profit and benefit thereof; all which forfeitures shall go to the Company for the benefit thereof.

Forfeiture of share not to be taken advantage of, unless

Sixteenthly. Provided that no advantage shall be taken of the forfeiture, unless the same shall be declared to be forfeited at a General Meeting of the Company, assembled at

at any time after such forfeiture shall be incurred, and every such forfeiture shall be an indemnification to and for every Shareholder so forfeiting against all actions suits or prosecutions whatever, to be commenced or prosecuted for any breach of contract or other agreement between such Shareholder and the other Shareholders with regard to carrying on the said undertaking. declared at general meeting.

Seventeenthly. The Directors of the said Company may sell, either by public auction or private sale, and in such manner and on such terms as to them shall seem meet, any shares so declared to be forfeited, and also any shares remaining unsubscribed for in the Capital Stock of the Company, or pledge such forfeited or unsubscribed shares for the payment of loans or advances made or to be made thereon, or of any sums of money borrowed or advanced by or to the Company. Directors may sell forfeited shares by auction.

Eighteenthly. A Certificate of the Treasurer of the Company that the forfeiture of the shares was declared, shall be sufficient evidence of the fact therein stated, and of their purchase by the purchaser; and with the receipt of the Treasurer for the price of such shares, shall constitute a good title to the shares, and the Certificate shall be by the said Treasurer enregistered in the name and with the place of abode and occupation of the purchasers, and shall be entered in the Books required to be kept by the By laws of the Company, and such purchaser shall thereupon be deemed the holder of such shares, and shall not be bound to see to the application of the purchase money, nor shall his title to such shares be affected by any irregularity in the proceedings in reference to such sale, and any Shareholder may purchase any shares so sold. Certificate of Treasurer to be evidence of forfeiture.

Nineteenthly. Shareholders willing to advance the amount of their Shares, or any part of the money due upon the respective shares beyond the sums actually called for, may pay the same, and upon the principal moneys so paid in advance, or so much thereof as from time to time shall exceed the amount of the calls then made upon the shares in respect of which such advance shall be made, the Company may pay interest at the legal rate of interest for the time being, as the Shareholders paying such sum in advance Interest to be allowed to Shareholders paying money in advance on their shares.

advance and the said Company may agree upon: Provided, such interest shall not be paid out of the Capital subscribed.

Directors to cause annual accounts to be kept.

Twentiethly. The Directors shall, and they are hereby required to cause a true, exact and particular account to be kept and annually made up and balanced on the thirty-first day of December in each year, of the money collected and received by the Company, or by the Directors or Managers thereof, or otherwise, for the use of the Company, and of the charges and expenses attending the erecting, making, supporting, maintaining and carrying on of the undertaking, and of all other receipts and expenditures of the Company or the Directors, and at the general meetings of the Shareholders of the undertaking, to be from time time holden as aforesaid, a dividend shall be made out of the clear profits of the said undertaking, unless such meetings shall declare otherwise; and such dividend shall be at and after the rate of so much per share upon the several shares held by the Shareholders in the stock of the Company, as such meeting shall think fit to appoint or determine: Provided always, that no dividend shall be made whereby the Capital of the said Company shall be in any degree reduced or impaired, or be paid thereout, nor shall any dividend be paid in respect of any share, after a day appointed for payment of any call for money in respect thereof until such call shall have been paid.

Proviso.

Directors may pay interest on sums called up in respect of shares.

Twenty-firstly. The Directors of the Company may, in their discretion, until the Railroad shall be completed and opened to the public, pay interest at any rate not exceeding Six Pounds per centum per annum, on all sums called up in respect of the shares, from the respective days on which the same shall be paid, such interest to accrue and be paid at such times and places as the Directors shall appoint for that purpose: Provided always, that no interest shall accrue to the proprietors of any share upon which any call shall be in arrear in respect of such shares or any other share to be holden by the same Shareholder during the period which such call shall remain unpaid, nor shall any interest be paid or taken from the Capital subscribed or any part thereof.

Proviso.

Twenty-secondly.

Twenty-secondly. The Directors shall from time to time appoint such and so many Officers as they may deem requisite, and take from them such sufficient security by one or more Bond or Bonds, in a sufficient penalty or penalties or otherwise from the Manager and Officers for the time being, for the safe keeping and accounting of the moneys to be raised by virtue of this Act and the Special Act, and for the faithful execution by them of their offices respectively, as the Directors shall think proper.

Directors may appoint officers

Twenty-thirdly. In case of the absence or illness of the President, the Vice-President shall have all the rights and powers of the President, and shall be competent to sign all Notes, Bills, Debentures, and other Instruments, and to perform all acts which by the Regulations and By-laws of the Company or by the Acts incorporating the Company are required to be signed, performed and done by the President; and the Directors may at any meeting require the Secretary to enter such absence or illness among the proceedings of such meeting, and a certificate thereof signed by the Secretary shall be delivered to any person or persons requiring the same on payment to the Treasurer of Five Shillings, and such Certificate shall be taken and considered as *prima facie* evidence of such absence or illness, at and during the period in the said Certificate mentioned, in all proceedings in Courts of Justice or otherwise.

Vice-President to act in the absence of the President.

Twenty-fourthly. All notices of meetings or of calls upon the Shareholders of the Company shall be published weekly in the *Canada Gazette*, and the said Gazette shall, on production thereof, be conclusive evidence of the sufficiency of the said notices.

Notices to be published in *Canada Gazette.*

SHARES AND THEIR TRANSFER.

XVII. And be it enacted, That—

Firstly. Shares in the undertaking may be, by the parties, sold and disposed of by instrument in writing, to be made in duplicate in the form following, one part of which shall be delivered to the Directors, to be filed and kept for the use of the said Company, and an entry thereof shall be made in a Book to be kept for that purpose; but no interest

Shareholders may dispose of shares.

on the shares transferred shall be paid by the purchaser until said duplicate shall be so delivered, filed and entered.

Form of sale.

Secondly. Sales shall be in the form following, varying the names and descriptions of the contracting parties, as the case may require :—

" I, A, B, in consideration of the sum of ,
" paid to me by C D, hereby do sell and transfer to
" him share (*or* shares) of the stock of
" the , to hold to him the said
" C D, his Heirs, Executors, Administrators and Assigns,
" subject to the same rules and orders, and on the same
" conditions that I held the same immediately before the
" execution hereof. And I, the said C D do hereby agree
" to accept of the said share (*or*
" shares) subject to the same rules, orders and conditions.
" Witness our hands this day of
" in the year of ."

Thirdly. The Stock of the Company shall be deemed personal estate, but no shares shall be transferable until all previous calls thereon shall have been fully paid in, or the said shares shall have been declared forfeited for the non-payment of calls thereon, and no transfer of less than a whole share shall be valid.

Fourthly. If any share in the Company shall be transmitted by the death, bankruptcy or last will, donation or testament, or by the intestacy of any Shareholder, or by any lawful means other than the transfer hereinbefore mentioned, the party to whom such share shall be so transmitted, shall deposit in the office of the Company a statement in writing, signed by him, declaring the manner of such transmission, together with a duly certified copy or probate of such will, donation or testament, or sufficient extracts therefrom, and such other documents or proof as may be necessary, and without which such party shall not be entitled to receive any share of the profits of the Company, nor vote in respect of any such share as the holder thereof.

XVIII. And be it enacted, That—

Municipal Corporations may take stock.

Firstly. Municipal Corporations in this Province may subscribe for any number of shares in the Capital Stock of, or lend to or guarantee the payment of any sum of money borrowed by the Company from any Corporation or person, or indorse or guarantee the payment of any Debenture to be issued by the Company for the money by them borrowed, and shall have power to assess and levy from time to time upon the whole rateable property of the Municipality a sufficient sum for them to discharge the debt or engagement so contracted, and for the like purpose to issue Debentures payable at such times and for such sum respectively, not less than Five Pounds currency, and bearing or not bearing interest, as such Municipal Corporation may think meet.

Debentures issued by them to be binding.

Secondly. Any such Debenture issued, indorsed or guaranteed, shall be valid, and binding upon such Municipal Corporation, if signed or indorsed, and countersigned by such officer or person, and in such manner and form as shall be directed by any By-law of such Corporation, and the Corporation Seal thereto shall not be necessary, nor the observance of any other form with regard to the Debentures than such as shall be directed in such By law as aforesaid.

They cannot subscribe for stock unless By-laws are made for that purpose.

Thirdly. No Municipal Corporation shall subscribe for Stock or incur any debt or liability under this Act or the Special Act, unless and until a By-law to that effect shall have been duly made, and adopted with the consent first had of a majority of the qualified electors of the Municipality, to be ascertained in such manner as shall be determined by the said By-law, after public advertisement thereof containing a copy of such proposed By-law, inserted at least four times in each newspaper printed within the limits of the Municipality, or if none be printed therein, then in some one or more newspaper printed in the nearest City or Town thereto and circulated therein, and also put up in at least four of the most public places in each Municipality.

Mayor, &c., to be *ex officio* a Director in certain cases.

Fourthly. The Mayor, Warden or Reeve, being the Head of such Municipal Corporation, subscribing for and holding Stock in the Company, to the amount of Five Thousand Pounds, or upwards, shall be and continue to be *ex officio* one of the Directors of the Company, in addition to the number of Directors authorized by the Special Act, and shall have the same rights, powers and duties as any of the Directors of the Company.

SHAREHOLDERS.

XIX. And be it enacted, That—

Shareholders individually liable.

Firstly. Each Shareholder shall be individually liable to the creditors of the Company to an amount equal to the amount unpaid on the Stock held by him, for the debts and liabilities thereof, and until the whole amount of his Stock shall have been paid up; but shall not be liable to an action therefor before an execution against the Company shall have been returned unsatisfied in whole or in part, and the amount due on such execution shall be the amount recoverable with costs against such Shareholders.

Stock may be increased.

Secondly. The original Capital Stock may be increased from time to time to any amount, but such increase must be sanctioned by a vote in person or by proxy, of at least two-thirds in amount of all the Shareholders, at a meeting of them expressly called by the Directors for that purpose; by a notice in writing to each Shareholder, served on him personally, or properly directed to him, and deposited in the Post Office nearest to his place of residence, at least twenty days previous to such meeting; stating the time and place and object of the meeting, and the amount of increase and the proceedings, of such meetings must be entered on the Minutes of the proceedings, and thereupon, the Capital Stock may be increased to the amount sanctioned by such a vote.

Funds of a Company not to be employed in purchasing other stock.

Thirdly. The funds of the Company shall not be employed in the purchase of any Stock in their own or in any other Company.

ACTIONS FOR INDEMNITY, AND FINES AND PENALTIES AND THEIR PROSECUTION.

XX. And be it enacted, That—

Firstly. All suits for indemnity for any damage or injury sustained by reason of the Railway, shall be instituted within six calendar months next after the time of such supposed damage sustained, or if there shall be continuation of damage, then within six calendar months next after the doing or committing such damage shall cease, and not afterwards; and the Defendants may plead the general issue and give this Act and the Special Act and the special matter in evidence at any trial to be had thereupon, and may prove that the same was done in pursuance of and by authority of this Act and the Special Act.

Limitation of assignees for damages.

Secondly. All persons by any means or in any manner or way whatsoever, obstructing or interrupting the free use of the Railway, or the carriages, vessels, engines or other works incidental or relative thereto, or connected therewith, shall, for every such offence, be deemed guilty of a misdemeanor, and on conviction thereof, shall be punished by imprisonment in the common Gaol of the District or County where the conviction shall take place, or in the Provincial Penitentiary, for a term not to exceed five years.

Penalty on persons obstructing free use of Railway.

Thirdly. All persons wilfully and maliciously, and to the prejudice of the Railway, breaking, throwing down, damaging or destroying the same, or any part thereof, or any of the buildings, stations, depots, wharves, vessels, fixtures, machinery or other works or devices incidental and relative thereto, or connected therewith, or doing any other wilful hurt or mischief, or wilfully or maliciously obstructing or interrupting the free use of the Railway, vessels or works, or obstructing, hindering or preventing the carrying on, completing, supporting and maintaining the Railway, vessels or works, shall be adjudged guilty of a misdemeanor, unless the offence committed shall, under some other Act or Law, amount to a felony, in which case such person shall be adjudged guilty of a felony, and the Court by and before whom the person shall be tried and convicted, shall have power and authority to cause such person to be punished

Penalty on persons damaging Railway.

ished in like manner as persons guilty of misdemeanor or felony (as the case may be) are directed to be punished by the laws in force in this Province.

Fines how recovered.

Fourthly All fines and forfeitures imposed by this Act or the Special Act, or which shall be lawfully imposed by any By-law, the levying and recovering of which are not particularly herein directed, shall, upon proof of the offence before any one or more Justice or Justices of the Peace for the District, County or place where the act occurred, either by the confession of the parties, or by the oath or affirmation of any one credible witness, which oath or affirmation such Justice or Justices is or are hereby empowered and required to administer without fee or reward, be levied by distress and sale of the offender's goods and chattels, by Warrant under the hand and seal or hands and seals of such Justice or Justices; and all fines, forfeitures and penalties, the application whereof is not hereinbefore particularly directed, shall be paid into the hands of the Treasurer of the Company, to be applied to the use thereof, and the overplus of the money so raised, and after deducting the penalty and the expenses of the levying and recovering thereof, shall be returned to the owner of the goods so distrained and sold; and for want of sufficient goods and chattels whereof to levy the said penalty and expense, the offender shall be sent to the common Gaol for the County or District in which he shall have been convicted, there to remain without bail or mainprize, for such term, not exceeding one month, as the Justice or Justices shall think proper, unless the penalty or forfeiture, and all expenses attending the same, shall be sooner paid and satisfied; but every such person or persons may, within four calendar months after the conviction, appeal against the same to the Court of General Quarter Sessions, to be holden in and for the County or District.

Contraventions of this Act or of Special Act, to be misdemeanors.

Fifthly. All contraventions of this Act or of the Special Act, by the Company or by any other party, for which no punishment or penalty is herein provided, shall be a misdemeanor, and shall be punishable accordingly, but such punishment shall not exempt the Company, if they be the offending party, from the forfeiture by this Act and the Special

Special Act, of the privileges conferred on them by the said Acts, if by the provisions thereof or by law, the same be forfeited by such contravention.

Sixthly. All By-laws, Rules and Orders regularly made, shall be put into writing and signed by the Chairman or person presiding at the meeting at which they were adopted and shall be kept in the office of the Company; and a printed copy of so much of them as may relate to or affect any party other than the members or servants of the Company, shall be affixed openly in all and every passenger car, and in all and every of the places where tolls are to be gathered, and in like manner so often as any change or alteration shall be made to the same; and any copy of the same, or of any of them, certified as correct by the President or Secretary, shall be deemed authentic, and shall be received as evidence thereof in any Court, without further proof: Provided nevertheless, that all such By-laws, Rules and Orders shall be submitted from time to time to the Governor General, or person admininistering the Government of this Province, for approval.

By-laws to be put into writing and signed by Chairman.

Proviso.

Seventhly. That copies of the Minutes of proceedings and resolutions of the Shareholders of the Company, at any general or special meeting, and of Minutes of proceedings and resolutions of the Directors, at their meetings, extracted from the Minute-books kept by the Secretary of the Company, and by him certified to be true copies, extracted from such Minute-books, shall be *prima facie* evidence of such proceedings and resolutions in all Courts of civil jurisdiction, and all notices given by the Secretary of the Company, by order of the Directors, shall be deemed notices by the said Directors and Company.

Copies of Minutes to be *prima facie* evidence.

WORKING OF THE RAILWAY.

XXI. And be it enacted, That—

Firstly. Every servant of the undertaking employed in a passenger train or at stations for passengers, shall wear upon his hat or cap a badge, which shall indicate his office, and he shall not without such badge be entitled to demand or receive from any passenger any fare or ticket,

Servants to wear badges.

or

or to exercise any of the powers of his office, nor meddle or interfere with any passenger or his baggage or property.

Trains to start at public hours.

Secondly. The trains shall start and run at regular hours to be fixed by public notice, and shall furnish sufficient accommodation for the transportation of all such passengers and goods as shall within a reasonable time previous thereto be offered for transportation at the place of starting, and at the junctions of other Railways and at usual stopping places established for receiving and discharging way-passengers and goods from the trains, and such passengers; and goods shall be taken, transported and discharged, at, from, and to such places, on the due payment of the toll, freight or fare legally authorized therefor, and the party aggrieved by any neglect or refusal in the premises, shall have an action therefor against the Company.

Checks to be fixed on parcels

Thirdly. Checks shall be affixed by an agent or servant to every parcel of baggage having a handle, loop or fixture of any kind thereupon, and a duplicate of such Check shall be given to the passenger delivering the same; and if such Check be refused on demand, the Company shall pay to such passenger the sum of Two Pounds, to be recovered in a civil action; and further, no fare or toll shall collected or received from such passenger, and if he shall have paid his fare, the same shall be refunded by the Conductor in charge of the train; and any passenger producing such Check, may himself be a witness in any suit brought by him against the Company, to prove the contents and value of of his baggage not delivered to him.

Baggage cars not to be in rear of passage cars.

Fourthly. The baggage, freight, merchandize or lumber cars shall not be placed in rear of the passenger cars, and if any such be so placed, the officer or agent directing or knowingly suffering such arrangement, and the conductor of the train, shall severally be deemed guilty of a misdemeanor, and be punished accordingly.

Locomotive to be furnished with bells or steam whistles.

Fifthly. Every locomotive engine shall be furnished with a bell, of at least thirty pounds weight, or a steam whistle, and the bell shall be rung, or the whistle sounded at the distance of at least eighty rods from every place where the Railway

Railway shall cross any highway, and be kept ringing or be sounded at short intervals, until the engine shall have crossed such highway, under a penalty of Two Pounds for every neglect thereof, to be paid by the Company, who shall also be liable for all damages sustained by any person by reason of such neglect, one half of which penalty and damages shall be chargeable to and collected by the Company from the Engineer having charge of such engine and neglecting to sound the whistle or ring the bell as aforesaid.

Passengers refusing to pay fare may be put out.

Sixthly. Passengers refusing to pay their fare, may, by the conductor of the train and the servants of the Company, be, with their baggage, put out of the cars, using no unnecessary force, at any usual stopping place, or near any dwelling house, as the conductor shall elect, first stopping the train.

Intoxicated conductor of locomotives.

Seventhly. All persons in charge of a locomotive engine, or acting as the conductor of a car or train of cars, who shall be intoxicated on the Railway, shall be deemed guilty of a misdemeanor.

Passengers to have no claim if injured when on platform of cars, &c.

Eighthly. Any passenger injured while on the platform of a car, or on any baggage, wood or freight car, in violation of the printed regulations posted up at the time in a conspicuous place, inside of the passenger cars then in the train, shall have no claim for the injury, provided sufficient room inside of such passenger cars, sufficient for the proper accommodation of the passengers, was furnished at the time.

GENERAL PROVISIONS.

XXII. And be it enacted, That—

Company not bound to see to execution of trusts.

Firstly. The Company shall not be bound to see to the execution of any trust, whether express, implied or constructive, to which any of the shares may be subject; and the receipt of the party in whose name any share shall stand in the Books of the Company, or if it stands in the name of more parties than one, the receipt of one of the parties named in the Register of Shareholders shall from time to time be a sufficient discharge to the Company for any dividend or other sum of money payable in respect of the

share, notwithstanding any trust to which the share may then be subject, and whether or not the Company have had notice of the trusts, and the Company shall not be bound to see to the application of the money paid upon such receipts.

Provisions to the carriage of Her Majesty's Mail, &c.

Secondly, Her Majesty's Mail, Her Majesty's Naval or Military Forces or Militia, and all artillery, ammunition, provisions or other stores for their use and all policemen, constables and others travelling on Her Majesty's service, shall at all times, when thereunto required by Her Majesty's Provincial Postmaster General, the Commander of the Forces, or any person having the Superintendence or Command of any Police Force, and with the whole resources of the Company if required, be carried on the Railway, on such terms and conditions, and under such regulations as the Governor in Council shall make; and the Company may be required by the Governor, or any thereunto authorized by him, to place any Electric Telegraph, and the apparatus and operators they may have, at the exclusive use of the Government, receiving thereafter reasonable compensation for such service; provided that any further enactments which the Legislature of this Province may hereafter make, for the carriage of the Mail or Her Majesty's Forces, and other persons and articles as aforesaid, or the tolls therefor, or in any way respecting the use of any Electric Telegraph or other service to be rendered to the Government, shall not be deemed an infringement of the privileges intended to be conferred by this Act or the Special Act.

Account of names and residence of Shareholders to be kept.

Thirdly. A true and perfect account of the names and places of abode of the several Shareholders shall be kept and entered in a Book to be kept for that purpose, as well as of the several persons who shall from time to time become proprietors of, or entitled to any shares therein, and of all the other acts, proceedings and transactions of the said Company and of the Directors from the time being.

Map, &c., of Railway to be filed in the Board of Works Office.

Fourthly. A Map and Profile of the completed Railway and of the land taken or obtained for the use thereof, shall, within a reasonable time after completion of the undertaking

taking be made and filed in the office of the Commissioners of Public Works, and also like maps of the parts thereof located in different Counties, shall be filed in the Registry Offices for the Counties in which such parties shall be respectively; and every such Map shall be drawn on such a scale, and on such paper as may from time to time be designated for that purpose by the Chief Commissioner of Public Works, and shall be certified and signed by the President or Engineer of such Corporation.

Account to be submitted to Legislature.

Fifthly. An account shall be annually submitted to the three branches of the Legislature, within the first fifteen days after the opening of each Session of the Provincial Parliament after the opening of the Railway or any part thereof to the public, containing a detailed and particular account, attested upon oath of the President, or Vice-President in his absence, of the moneys received and expended by the Company, and a classified statement of the passengers and goods transported by them, with an attested copy of the last annual statement; and no further provisions which the Legislature may hereafter make with regard to the form or details of such account, or the mode of attesting or rendering the same, shall be deemed an infringement of the privileges hereby granted to the Company.

Ten per cent. to be paid within three years from passing of Special Act.

Sixthly. If the construction of the Railway shall not have been commenced, and ten per cent. on the amount of the Capital shall not have been expended thereon, within three years after the passing of the Special Act, or if the Railway shall not be finished and put in operation in ten years from the passing of such Special Act as aforesaid, its corporate existence and powers shall cease.

Parliament may reduce tolls on Railways.

Seventhly. The Legislature of this Province, may from time to time reduce the tolls upon the Railway, but not without consent of the Company, or so as to produce less than fifteen per cent. per annum profit on the Capital actually expended in its construction; nor unless, on an examination made by the Commissioners of Public Works of the amount received and expended by the Company, the net income from all sources, for the year then last passed,

passed, shall have been found to exceed fifteen per cent. upon the Capital so actually expended.

As to goods of a dangerous nature.

Eighthly. No person shall be entitled to carry or to require the Company to carry upon their Railway any *aqua fortis*, oil of vitriol, gunpowder, lucifer matches, or any other goods, which, in the judgment of the Company, may be of a dangerous nature: and if any person send by the said Railway any such goods without distinctly marking their nature on the outside of the package containing the same, and otherwise giving notice in writing to the Book-keeper or other Servants of the Company with whom the same are left at the time of so sending the said goods, he shall forfeit to the Company the sum of Five Pounds currency for every such offence; and it shall be lawful for the Company to refuse to take any package or parcel that they may suspect to contain goods of a dangerous nature, or require the same to be opened to ascertain the fact.

Forging Debentures, &c., deemed felony.

Ninthly. The offence of forging any Debentures or a *Coupon* of any Debenture issued under the authority of this Act or of the Special Act, or of uttering any such Debenture or *Coupon*, knowing the same to be forged, or of being accessory before or after the fact to any such offence, shall be deemed felony, and be punished accordingly.

Company bound to make and repair fences, roads, &c., in L. C., &c.

Tenthly. The Company shall make and keep in repair all fences, roads and water courses, and be subject to all municipal regulations and provisions in respect thereof in or for lands belonging to or held by the Company, and subject to any such regulations, or to any charges, public, municipal or local, as the case may be, in any County, Parish or Township in Lower Canada through which the Railway shall pass; and the said Company may, in default or contravention thereof, be prosecuted therefor by the Officers of the Municipality, before the Commissioners Court or Circuit Court within the jurisdiction of which such fence, road or water course shall be, and the service of the Summons upon any Clerk or Officer in charge of the section of the Railway within the said jurisdiction, or at the nearest depot of the Railway, shall be good service upon the Company.

Eleventhly.

Eleventhly. Every Special Railway Act shall be a Public Act. **Special Act to be a Public Act.**

Twelfthly. The Legislature may at any time annul or dissolve any Corporation formed under this Act; but such dissolution shall not take away or impair any remedy given against any such Corporation, its Shareholders, Officers or Servants, for any liability which shall have been previously incurred. **And may dissolve any Corporation formed under this Act.**

Thirteenthly. Nothing herein contained shall affect or be construed to affect, in any manner or way whatsoever, the rights of Her Majesty, Her Heirs and Successors, or of any person or persons, or of any bodies politic, corporate or collegiate, such only excepted as are herein mentioned. **Saving of Her Majesty's Rights.**

Fourteenthly. No amendment or alteration in this Act shall be held to be an infringement of the rights of any Company authorized to construct a Railway by any Act of this or any future Session with which this Act is or shall be incorporated. **Interpretation.**

AN ACT

TO INCORPORATE THE

TORONTO & GUELPH RAILWAY COMPANY.

30th August, 1851.

Preamble.

WHEREAS the persons hereinafter mentioned, together with others, have, among other things, petitioned for the revival of the Act passed in the Session held in the tenth and eleventh years of Her Majesty's Reign, and intituled, *An Act for incorporating the Toronto and Goderich Railway Company;* And whereas it is expedient in part to grant the prayer of the said Petitioners in so far as to incorporate a Company to construct a Railway from the City of Toronto to the Town of Guelph, under the provisions of the Railway Clauses Consolidation Act: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same, That from and after the passing of this Act, John Arnold, John G. Bowes, A. M. Clark, William Clarke, James Colton, John Fiskin, William Charles Gwynne, George Herrick, James Hodgert, John Holmes, William P. Howland, Samuel Peters Jarvis, John McDonald, Samuel Smith, John Smith, James McGill Strachan, James Webster, Ezekiel F. Whittemore, Frederick Widder, and George Wright, Esquires, together with every person who has already under the provisions of the first above recited Act become a subscriber to, or has agreed to become a Shareholder

Name of "The Toronto and Guelph Western Extension Railroad Company."

Shareholder in the Railway by the said Act authorized to be constructed, and who shall, within three months from and after the passing of this Act, express his desire, in writing, addressed and delivered to the Secretary or to the Directors, or to any of the Directors of the Company hereinafter named, to have the amount, or any part of the amount so by him subscribed for the purposes of the said Act, transferred to the purpose of constructing the work in this clause mentioned, and also together with such other Persons, Corporations, or Corporation, as shall, after the passing of this Act, become Subscribers to and Shareholders in the Railway in this clause mentioned; and their several and respective successors, executors, administrators and assigns, shall be, and they are hereby declared to be united into a Company for making and maintaining, and they are hereby authorized and empowered to make and maintain, a Double or Single Line of Railway, with the other works necessary therefor, extending from the waters of Lake Ontario, within the limits of the City of Toronto to the Town of Guelph, in the County of Waterloo, and for that purpose shall be one Body Corporate, by the name and style of "The Toronto and Guelph Railway Company," and by that name and style shall have perpetual succession, and shall have a Common Seal, and by that name shall and may sue and be sued.

Payments made before the passing of this Act.

II. And be it enacted, That all persons who, prior to the passing of this Act, have made any payments in respect of the Shares by them subscribed for in the said Toronto and Goderich Railway Company, shall be entitled to receive credit therefor upon such Stock as they shall respectively transfer as aforesaid, under the provisions of this Act, in the same manner as they would have been entitled to such credit upon the Stock by them respectively subscribed for in the said Toronto and Goderich Railway Company.

Capital £250,000 divided into shares of five pounds each.

III. And be it enacted, That it shall and may be lawful for the said Toronto and Guelph Railway Company, to raise and contribute among themselves, in such proportions as to them shall seem meet, a competent sum of money for the completion of the said Railway from the City of Toronto to the Town of Guelph, and for the completion of

the

the works necessary for the efficient working and maintaining the said Railway, provided that such sum so to be raised shall not exceed the sum of Two Hundred and Fifty Thousand Pounds currency in the whole.

Enactments incorporated with this Act.

IV. And be it enacted, That the several clauses of the Railway Clauses Consolidation Act, passed during the present Session, with respect to the first, second, third and fourth clauses thereof, and also the several clauses of the said last mentioned Act, with respect to "Interpretation," "Incorporation," "Powers," "Plans and Surveys," "Lands and their valuation," "Highways and Bridges," "Fences," "Tolls," "General Meetings," "Directors, their election and duties," "Shareholders," "Shares, and their transfer," "Municipalities," "Shareholders," "Actions for Indemnity, and fines and penalties and their prosecution," "Working of the Railway," and "General Provisions," shall be incorporated with this Act.

Who shall be the Provisional Directors.

V. And be it enacted, That from and after the passing of this Act, the said John Arnold, John G. Bowes, A. M. Clark, William Clarke, James Colton, John Fiskin, William Charles Gwynne, George Herrick, James Hodgert, John Holmes, William P. Howland, Samuel Peters Jarvis, John McDonald, Samuel Smith, John Smith, James McGill Strachan, Ezekiel F. Whittemore, Frederick Widder, James Webster, and George Wright, Esquires, shall be the Provisional Directors for carrying into effect the object and purposes of this Act.

Number of votes to which the shareholders shall be entitled.

VI. And be it enacted, That the number of Votes to which each Shareholder in the said undertaking shall be eatitled, on every occasion when the Votes of the Members of the said Toronto and Guelph Railway Company are to be given, shall be in the proportion following, to the number of Shares held by him, that is to say: one Vote for one Share, two Votes for five Shares, three Votes for ten Shares, four Votes for twenty Shares, and one additional Vote for every twenty additional Shares.

When the Provisional Directors shall call a meeting at Toronto for the purpose of electing Directors.

VII. And be it enacted, That when and so soon as Shares to the amount of One Hundred and Fifty Thousand Pounds in the Capital Stock of the said Company, shall be taken, and ten per cent. thereon shall have been paid in, it shall be

 lawful

lawful for the said Provisional Directors of the said Company, or the Survivors of them, to call a Meeting at the City of Toronto of the Holders of such Shares, for the purpose of electing Directors: Provided always, that if the said Provisional Directors, or the Survivors of them, shall neglect or omit to call such Meeting, then the same may be called by any ten of the Holders of Shares in the said Company, holding among them at least One Thousand Shares: And provided always, that in either case, public notice of the time and place of holding such Meeting, shall be given during one month in two of the Newspapers published in the said City of Toronto; and at such General Meeting, the Shareholders assembled, with such proxies as shall be present, shall choose Thirteen persons, being each a Proprietor of not less than Forty Shares in the said undertaking, to be Directors of the said Company, and shall also proceed to pass such Rules and Regulations and By-Laws, as shall seem to them fit, provided they be not inconsistent with this Act.

Proviso.

Proviso.

Directors so elected to remain in office until the first Monday in June following

VIII. And be it enacted, That the Directors so elected, (or those appointed in their stead in case of vacancy) shall remain in office until the first Monday in the month of June next following; and that on the first Monday in June, and on the first Monday in June in each year thereafter, or on such other day as shall be appointed by any By-law, an Annual General Meeting of the said Proprietors shall be held at the Office of the Company for the time being, to choose Directors in the room of those whose period of office shall have expired, and generally to transact the business of the Company; but if at any time it shall appear to any ten or more of such Shareholders, holding together one thousand shares at least, that a Special General Meeting of Shareholders is necessary to be held, it shall be lawful for such ten or more of them, to cause fifteen days' notice at least to be given thereof in two public newspapers as aforesaid, or in such manner as the Company shall by any By-law direct or appoint, specifying in such notice the time and place, and the reason and intention of such Special Meeting respectively; and the Shareholders are hereby authorized to meet pursuant to such notices, and proceed to the

A general meeting to be held on the first Monday in June, &c., in each year, to choose Directors.

A special general meeting may be called.

the execution of the powers by this Act given them, with respect to the matters so specified only, and all such acts of the Shareholders or the majority of them, at such Special Meetings assembled, such majority not having, either as principals or proxies, less than One Thousand Shares, shall be as valid to all intents and purposes, as if the same were done at Annual Meetings; and any Meeting of the said Directors at which not less than seven Directors shall be present, shall be a quorum, and shall be competent to use and exercise all and any of the powers hereby vested in the said Directors.

What shall be the Quorum at any meeting of the Directors.

IX. And be it enacted, That the Guage to be used on the said Railway shall be five feet six inches, and neither more nor less.

Guage to be used on Railway.

X. And be it enacted, That the Stock to be subscribed for by Municipal Corporations shall be represented by the Mayor, Warden or Reeve, from time to time being, of such respective Municipal Corporations subscribing to the said Railway, and that such Mayor, Warden and Reeve respectively shall be entitled to vote upon all occasions in respect of the Stock subscribed for by such respective Municipal Corporations, in proportion to the amounts so subscribed for, and shall be eligible as Directors of the said Company in respect of such Stock, in addition to the provisions of the Railway Clauses Consolidation Act.

The stock to be subscribed for by Municipal Corporations to be represented by the Mayor, &c.;

Who shall be entitled to vote, and be eligible as Directors, to a certain extent.

AN ACT

TO AMEND THE ACT INCORPORATING

THE

TORONTO AND GUELPH RAILWAY COMPANY.

WHEREAS, since the passing of an Act in the Session held in the fourteenth and fifteenth years of Her Majesty's Reign, intituled, *An Act to incorporate the Toronto and Guelph Railway Company*, the Mayor, Aldermen, and Commonalty of the City of Toronto, have, in pursuance of the provisions of the Railway Clauses Consolidation Act, subscribed for Stock in the said Toronto and Guelph Railway Company; and whereas the Municipal Corporations of the Town and Township of Guelph, and of the Township of Chinguacousy, have in like manner respectively subscribed for Stock in the said Company, and the calls hitherto made by the said Company, in respect of the shares subscribed for by the said Municipal Corporations, have been paid in Debentures of the said Corporations respectively: And whereas shares exceeding the sum of one hundred and fifty thousand pounds, as prescribed by the seventh Clause of the Act to incorporate the said Railway, have been taken, and ten pounds per cent. thereon hath been paid in; And whereas, by the third Clause of the said Act incorporating the said Toronto and Guelph Railway Company, the Capital Stock of the said Company is expressed to be limited to the sum of two hundred and fifty thousand pounds of Provincial currency, and doubts have been raised whether the said Clause does not limit the powers contained in the said Railway Clauses Consolidation Act, for increasing the capital of the said Company: And whereas the said sum of two hundred and fifty thousand pounds has been found to be insufficient for the proper and efficient construction of the Railway by the said Act authorised to

be constructed, and it is desired to increase the same to the sum of three hundred and twenty-five thousand pounds, like currency, with such powers to increase the same as are contained in the said Railway Clauses Consolidation Act: And whereas the said Toronto and Guelph Railway Company have executed, under their corporate seal, bonds to the amount of two hundred and seventy-five thousand pounds sterling money of Great Britain, payable to bearer, which bonds are secured by a Mortgage Deed, bearing date the thirtieth day of June, one thousand eight hundred and fifty-two, executed under the corporate seal of the said Company, whereby the said intended Railway, and all the works of the said Company, together with all stations, buildings, carriages, engines, and other property attached or to be attached to the said Railway, and all the Revenues and Tolls to be derived from the said works, are mortgaged and pledged to the Canada Company, in trust as a security for the payment of the said entire sum of two hundred and seventy-five thousand pounds sterling, on the first day of July, one thousand eight hundred and seventy-three, and for the payment of the half-yearly interest thereon, at the rate of six pounds per centum per annum in the meantime, and whereby the Municipal debentures which have already been, and which hereafter shall be issued for the Stock already subscribed, and which hereafter shall be subscribed by Municipal Corporations of the Province of Canada, under the provisions of the Railway Clauses Consolidation Act, are also mortgaged and pledged to the said Canada Company, in trust, as a collateral security for the due payment of the principal and interest on the said bonds: And whereas doubts have arisen whether the said third Clause of the said Act incorporating the said Toronto and Guelph Railway Company does not limit and restrict the powers contained in the Railway Clauses Consolidation Act, of borrowing money, and other doubts have arisen as to the validity, negotiability and security of the said bonds, and the validity of the said mortgage: And whereas it is expedient to remove such doubts, and to affirm the validity, negotiability, and security of the said bonds of the said Company so as aforesaid executed to the amount of two hundred and seventy-five thousand pounds sterling money of Great Britain, and of any further bonds which may be executed by the said Railway Company, to an aggregate amount (with the said sum of two hundred and seventy-five thousand pounds) not exceeding the amount of capital for the time being, authorised to be raised by the said Company, and the validity of the said mortgage,

and of any mortgage or mortgages to be hereafter executed, as a security for any monies to be borrowed by the said Company, within the limit of their prescribed capital for the time being: And whereas the said Toronto and Guelph Railway Company have by their petition prayed that the said Act incorporating the said Toronto and Guelph Railway Company may be amended: Be it therefore enacted, by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of, and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same, That the Capital Stock of the said Company shall be, and is hereby declared to be the sum of three hundred and twenty-five thousand pounds, Provincial currency, divided into sixty-five thousand shares of five pounds each, and that the said Capital Stock may, if necessary, from time to time be increased in the manner provided for by the Railway Clauses Consolidation Act.

II. And be it enacted and declared, That the said bonds of the said Toronto and Guelph Railway Company so as aforesaid executed to the said amount of two hundred and seventy-five thousand pounds sterling money of Great Britain, and the said mortgage for securing the same, are and shall continue to be and subsist as good and valid and obligatory upon the said Toronto and Guelph Railway Company according to the tenor and purport thereof respectively, and that all bonds, debentures, or other securities of the said Railway Company, may be made payable to bearer, and that the said bonds which have been so executed as aforesaid, and all future bonds, debentures and other securities of the said Railway Company, and all dividends or interest warrants thereon respectively, which shall purport to be payable to bearer, shall be assignable at law by delivery, and may be sued on and enforced by the respective bearers and owners thereof for the time being, in their own names.

III. And be it enacted and declared, That the respective *bona fide* Bondholders and Mortgagees of the said Railway Company, as well under any bonds, debentures, mortgages, or other special securities to be hereafter lawfully executed by the said Railway Company within the limit of their Capital for the time being, prescribed as under the

said bonds already executed, shall be entitled one with another to their respective proportions of the Tolls and other property of the said Railway Company, according to the respective sums in such securities mentioned, and to be repaid the principal and interest monies thereby secured, without any preference one above another by reason of priority of the date of any such security, or of the resolution by which the same was authorised, or otherwise howsoever; Provided that this enactment shall not operate either to accelerate or to delay the right of the holder of any such security to demand and enforce payment of the principal monies thereby secured on the day or respective days therein mentioned for payment thereof.

IV. And be it enacted and declared, That if any interest or principal due on any such security as aforesaid, be not paid by the said Railway Company on the day and at the place appointed for payment thereof, and if the Canada Company shall neglect for sixty days after notice in writing by the holder of any such security, to enter into possession of the said Railway, or appoint a Receiver of the Rates and Tolls and other profits of the said Railway and works, under and by virtue of the aforesaid mortgage, then in such case the holder of such security (without prejudice to his right to sue for the interest or principal so in arrear, in any of the Superior Courts of Law or Equity) may if his debt amount to the sum of five thousand pounds alone, or, if his debt do not amount to the sum of five thousand pounds, may in conjunction with other creditors of the said Railway Company holding any such securities as aforesaid, whose debts on such securities being so in arrear after such demand as aforesaid, shall together with his amount to the sum of five thousand pounds, require the appointment of a Receiver by an application to be made to the Court of Chancery at Toronto, in a summary manner without suit, and on any such application, it shall be lawful for such Court, after hearing the parties, or giving them an opportunity to be heard, to appoint some person to receive the whole or a competent part of the Tolls or sums liable to the payment of such interest, or principal and interest, until the same, together with all costs, including the charges of receiving the Tolls or sums aforesaid, shall be fully paid; and upon such appointment being made, all such Tolls and sums of money as aforesaid, shall be paid to, and received by the person so be appointed, and the monies so to be received shall be so much money received by or to the use of the party or parties to whom such interest or principal and interest shall be then

due, and on whose behalf such Receiver shall be appointed, and after such interest or principal and interest and costs shall have been so received, the power of such Receiver shall cease: Provided always, that during the possession of any such Receiver, it shall be lawful for the said Court of Chancery from time to time, on the application of any creditor or creditors of the said Railway Company under any such security as aforesaid, whose interest or principal, or both, shall be in arrear, by order to direct that such last-mentioned creditor or creditors shall be entitled to the benefit of such Receivership from the time of the service of the same order on such Receiver, and upon such order being so made, and served on such Receiver, the creditor or creditors mentioned therein shall thenceforth be entitled to the benefit of such Receivership, in the same manner as if he or they had joined in the original application for the appointment of the Receiver.

V. Provided always, and it is hereby enacted and declared, That every appointment of a Receiver to be made as aforesaid, and also every Mortgage or other specific lien or charge on all or any part of the present or future property, tolls or credits of the said Railway Company, shall be subject to the right of the said Canada Company under the said Mortgage Deed to enter upon, take possession of, or otherwise deal with the property included in or charged by the said Mortgage, or expressed or intended so to be; and if the said Canada Company shall think fit to have a Receiver of the tolls and profits of the said undertaking appointed on their behalf, as such Mortgagees, the said Canada Company may apply to the Court of Chancery, and procure the dismissal of any Receiver appointed by the said Court as aforesaid, in a summary manner and without suit: Provided, nevertheless, that the said Mortgage Security to the said Canada Company shall be held and enforced by the said Canada Company, in trust for the benefit not only of the said Bondholders, to the amount of two hundred and seventy-five thousand pounds sterling, but also of the holders of all other bonds, debentures or securities of the said Railway Company, which shall be lawfully issued by the said Railway Company, and shall be expressed to be issued or made on the security of the said Mortgage, rateably and in proportion to the sums which for the time being shall have become actually due and payable thereon for interest or principal, or both.

VI. And be it declared and enacted, That the third Clause of the Toronto and Guelph Railway Act of one thousand eight hundred and fifty-one, or anything in that Clause or in this Act expressed, does not in

any respect take away, lessen, restrict, prejudice, or otherwise affect any of the powers, authorities, indemnities, rights and privileges which are granted and conferred by and may be had, exercised and enjoyed by virtue of the incorporation with that Act, of such of the Clauses of the Railway Clauses Consolidation Act, as in and by the Fourth Clause of the Toronto and Guelph Railway Act of one thousand eight hundred and fifty-one are expressed to be and are incorporated with that Act.

VII. And be it enacted and declared, That at the next annual general meeting of the said Company, and at every annual general meeting thereafter, six of the thirteen elected Directors of the said Company shall annually retire in rotation, the selection of the first six to retire being decided by lot, or in such other manner as shall be provided by the Directors of the said Company by rule or regulation in that behalf to be passed, but the Directors so from time to time retiring shall be eligible for re-election; and all votes hereafter to be given at annual or general or special meetings of Proprietors in respect of the stock subscribed, or hereafter to be subscribed, by Municipal Corporations, shall be given by the Mayor or Reeve of such Municipal Corporations respectively, under and subject to such resolutions as shall from time to time in that behalf be made by such Municipal Corporations respectively.

VIII. And be it enacted, That it shall and may be lawful for the Directors of the said Company for the time being, to issue shares for stock to be subscribed in England, or elsewhere, in such amounts respectively of sterling money of Great Britain as to such Directors shall from time to time seem fit, and to make the dividends thereon payable in like sterling money in England, or elsewhere, at such place or places as to such Directors shall from time to time seem fit, and to regulate from time to time the number of votes which the holders for the time being of such shares to be issued in England, or elsewhere, shall have respectively, relatively to the amount of stock held by the respective Proprietors for the time being of such shares to be issued in England, or elsewhere, and in the proportion which the amount of a share issued in Canada shall bear to the amount of a share issued in England, or as near as possible thereto as the difference between currency and sterling will permit, and from time to time to appoint agents of the said Company in England, or elsewhere, and to delegate to such agents such powers as to the Directors of the said Company shall from time to time seem fit, and to make such rules and regulations as to the Directors of the said Company shall from time to time seem fit, as to the

issuing of such shares in England, or elsewhere, and as to the mode, time and place or places of transfer of such shares, and as to the mode, time and place of paying the dividends from time to time accruing thereon, and otherwise, as shall be deemed requisite or beneficial for giving full effect to the power hereby vested in the Directors of the said Company, in respect of issuing such shares in England or elsewhere.

IX. And be it enacted and declared, That all calls upon the Capital Stock of the Toronto and Guelph Railway Company, already made, or which hereafter shall be made, the amount of which respectively has been prescribed, or which hereafter shall be prescribed by any By-law passed or to be passed at a general meeting of the Shareholders of the said Company, and of which due notice shall have been given in accordance with the provisions of the Railway Clauses Consolidation Act, shall be, and the same are hereby declared to be good and valid calls, in the same manner as if the maximum limit of the amount of such calls respectively had been prescribed in the said Act, intituled, *An Act to incorporate the Toronto and Guelph Railway Company*, or in this Act.

X. And be it enacted, That this Act shall be construed as if the same formed part of the said Act, intituled, *An Act to Incorporate the Toronto and Guelph Railway Company*, and that the several clauses of the Railway Clauses Consolidation Act, mentioned in the fourth Clause of the said Act to incorporate the Toronto and Guelph Railway Company, shall be, and the same are hereby declared to be incorporated with this Act, and that in reciting for any purpose the said Act to incorporate the Toronto and Guelph Railway Company, it shall be sufficient to use the expression, *The Toronto and Guelph Railway Company Act.* And in reciting this Act, it shall be sufficient to use the expression, *The Toronto and Guelph Railway Amendment Act of* 1852.

XI. And be it enacted and declared, That it shall and may be lawful for the said Toronto and Guelph Railway Company to extend their said Railway from the Town of Guelph, and to construct a single, double, or other line of Railway westerly from the said Town of Guelph through the Village of Stratford, and to the waters of the River St. Clair at the Port of Sarnia, and to make and erect all necessary erections, works and buildings, for the proper use and enjoyment of such extension, and for that purpose to raise in such manner by loan, subscription of stock, issuing of shares or otherwise, *as to the Directors of the said Company for the time being shall seem fit*, a further sum of one million Pounds, Provincial currency, or such further amount of Capital as shall from time to

time be deemed to be necessary for the proper and efficient construction, maintenance and working of such extension; and that all clauses of the Railway Clauses Consolidation Act which are incorporated with, or made part of the said Act incorporating the Toronto and Guelph Railway Company, and which are incorporated with or made part of this Act for the purpose of or in relation to the said Railway from the City of Toronto to the Town of Guelph, shall be, and the same are hereby declared to be incorporated with this Act for the purpose of constructing, maintaining and working the extension by this Clause authorized to be constructed westerly as aforesaid from the Town of Guelph, and that all the powers, authorities, indemnities, rights and privileges which from and after the passing of this Act shall and may be had, exercised and enjoyed by the said Toronto and Guelph Railway Company, and the Directors thereof respectively, in respect of the Railway authorised to be constructed by the said Company from the City of Toronto to the Town of Guelph, shall be had, held, exercised and enjoyed by the said Company, and by the Directors thereof respectively, for the better and more effectual constructing, maintaining and working the extension by this Clause authorised to be constructed westerly from the said Town of Guelph, in the same manner and to the same extent as if such several and respective powers, authorities, indemnities, rights, and privileges were herein separately, severally, distinctly and at large re-enacted or declared in respect of or for the purpose of or in relation to the constructing, maintaining and working the said extension by this Clause authorised to be constructed or intended so to be.

XII. And be it enacted, That this Act shall be deemed to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices and others.

CORPORATION OF TORONTO.

AN ACT

TO AUTHORIZE THE CORPORATION OF THE CITY OF TORONTO TO SUBSCRIBE FOR STOCK IN THE TORONTO AND GUELPH RAILWAY COMPANY, TO THE AMOUNT OF ONE HUNDRED THOUSAND POUNDS.

Passed December 1st, 1851.

WHEREAS, by the Railway Clauses Consolidation Act, it was amongst other things enacted, that the Municipal Corporations in this Province might subscribe for any number of shares in the Capital Stock of any Railway Company which should by any Act of the Parliament of this Province be thereafter incorporated; or lend to or guarantee the payment of any sum of money borrowed by the said Company from any corporation or person, or endorse or guarantee the payment of any Debenture to be issued by the Company for the money by them borrowed, and should have power to assess and levy from time to time upon the whole rateable property of the Municipality a sufficient sum for them to discharge the debt or engagement so contracted, and for the like purpose to issue Debentures, payable at such time and for such sum respectively—not less than Five Pounds, Currency—and bearing or not bearing interest, as such Municipal Corporation may think meet; and that any such Debenture issued, endorsed or guaranteed should be valid and binding on such Municipal Corporation if signed or endorsed, and countersigned by such officer or person, and in such manner and form as should be directed by any By-Law of such Corporation, and that the Corporation seal thereto should not be necessary, nor the observance of any other form with regard to the said Debentures, than such as should be directed in such By-Law as aforesaid. And also, that no Municipal Corporation should subscribe for Stock, or incur any debt or liability under the said Act, or the Special Act incorporating the said Company, unless and until a By-Law to that effect should have been duly made and adopted,

with the consent first had of a majority of the qualified Electors of the Municipality, to be ascertained in such manner as should be determined by the said By-Law, after public advertisement thereof containing a copy of such By-Law, inserted at least four times in each newspaper printed within the limits of the Municipality; or if none be printed therein, then in one or more newspaper printed in the nearest City or Town thereto, and circulated therein, and also put up in at least four of the most public places in each Municipality. And also, that the Mayor, Warden or Reeve, being the head of such Municipal Corporation subscribing for and holding Stock in the said Company to the amount of Five Thousand Pounds, or upwards, should be and continue to be *ex-officio* one of the Directors of the said Company, in addition to the number of Directors authorized by the Special Act incorporating the same, and should have the same rights, powers, and duties as any of the Directors of the said Company: And whereas, by a certain Act of the Legislature of this Province, passed during the last Session, a Company was incorporated for the purpose of constructing a Railroad from the waters of Lake Ontario within the limits of the City of Toronto to the Town of Guelph, to be called the "Toronto and Guelph Railway Company," and the provisions of the Railway Clauses Consolidation Act hereinbefore recited were amongst others incorporated in the said last-mentioned Act: And whereas at a public meeting of the Citizens of Toronto, convened by the Mayor of the said City, upon a requisition of the inhabitants thereof, and held at the St. Lawrence Hall on the second day of October, 1851, it was resolved that—

"It is the opinion of this meeting that the Corporation of the City of Toronto should, without delay, subscribe for Stock in the Books of the 'Toronto and Guelph Railroad Company,' to the amount of £100,000;"

And whereas the construction of the said Railway will attract to the said City a new, important and extensive trade, and will promote the prosperity, and increase the wealth of the said City, and it is deemed advisable that the said City of Toronto should subscribe for the said number of Shares in the said Capital Stock of the said Company, and should issue Debentures to the amount of One Hundred Thousand Pounds for the payment thereof:

Be it therefore enacted by the Mayor, Aldermen and Commonalty of the City of Toronto, That it shall and may be lawful for the Mayor of the said City of Toronto, to subscribe for Stock in the said Toronto and

Guelph Railway Company, to the amount of One Hundred Thousand Pounds for and in behalf of the said City of Toronto, and for payment of the said Stock it shall and may be lawful for, and it shall be the duty of the Mayor, for the time being, of the said City, to raise by way of loan, at a rate of interest not exceeding six per centum per annum, from any person or persons, bodies politic or corporate, who may be willing to lend the same upon the security of the Debentures hereinafter mentioned, a sum or sums of money not exceeding in the whole the said sum of One Hundred Thousand Pounds, and to cause the same to be paid into the hands of the Chamberlain of the said City of Toronto, for the time being, to be by him applied under the direction of the Common Council of the said City of Toronto, for the time being, in paying the instalments upon the said Stock so subscribed as the same may be called in or become due and payable ; or to cause to be issued Debentures for the said sum of One Hundred Thousand Pounds, in the manner hereinafter provided, with interest payable half yearly, and to cause such Debentures to be delivered to the said Toronto and Guelph Railway Company, as, and when such calls or instalments upon the Capital Stock of the said Company shall be made or become due and payable under and by virtue of the Act incorporating the said Company, in payment and satisfaction of the said calls upon the said Stock so subscribed for in the said Company.

2. That it shall be the duty of the Mayor of the City of Toronto, for the time being, from time to time, to cause any number of Debentures to be made out in such amounts as to him shall seem fit, and not exceeding in the whole the said sum of One Hundred Thousand Pounds, which said Debentures shall be under the common seal of the said City of Toronto, signed by the Mayor and countersigned by the Chamberlain, for the time being, of the said City of Toronto, and shall bear interest not exceeding six per centum per annum, payable half-yearly, and shall be made redeemable at the Bank of Upper Canada, in Toronto : Provided always, that none of the said Debentures shall be for a less sum than £25, nor payable at a more remote period than twenty years from the issuing thereof. And provided further, that it shall and may be lawful for the said City of Toronto, at any time or times, when it may be deemed advisable so to do, to redeem any of the said Debentures before the same may become due, either by sale of the whole or any part of the Capital Stock so subscribed for as aforesaid, or which may, from time to time, be held by the said City of Toronto, or out of any funds

which may from time to time be at the disposal of the said Common Council of the said City of Toronto, and not otherwise appropriated, upon giving six months' notice of their intention to redeem the same, in two or more of the public newspapers of the said City of Toronto.

3. That the dividends from time to time paid upon the Stock so subscribed for in the said Toronto and Guelph Railway Company, and received by the said City of Toronto, shall be applied under the direction of the Common Council of the said City of Toronto, in the first place, in payment of the interest accruing upon the said Debentures, and the surplus in the redemption of such of the said Debentures as the said Common Council may from time to time think fit to redeem.

4. That for the payment of the half-yearly interest from time to time accruing, due and payable upon the said Debentures respectively, there shall be raised, levied, and collected, in each and every year, an equal rate in the pound upon the assessed value of all the rateable property in the said City of Toronto, and the liberties thereof, over and above all other rates and taxes, sufficient to pay the said half-yearly interest, or so much thereof as shall not be met or paid by the dividends from time to time received upon the said Stock in the said Company, and such rate shall be collected and paid over to the said Chamberlain of the said City for the time being, at the same time and in the same manner as other rates are collected and paid over. And for the payment and redemption of the principal money secured by the said Debentures, there shall be raised, levied, and collected in the year next before such Debentures shall respectively fall due, an equal rate in the pound upon the assessed value of all rateable property in the said City of Toronto and the liberties thereof, over and above all other rates and taxes whatsoever, sufficient to pay the principal money secured by such Debentures so respectively falling due as aforesaid, or so much of said part thereof as shall remain unpaid after the surplus of the dividend hereinbefore mentioned and appropriated shall have been applied in liquidation thereof, or by a loan to be raised upon other Debentures, to be issued for such sums, redeemable at such periods as by an act of the Common Council of the said City of Toronto may be declared and enacted.

5. That for the purpose of obtaining the assent or dissent of the qualified Electors of the said City of Toronto to this By-Law, in pursuance of the provisions of the said Railway Clauses Consolidation Act, hereinbefore recited, it shall be the duty of the Mayor of the said City of

Toronto, to cause such By-Law to be published at least four times in each and every newspaper printed in the said City of Toronto, and to cause copies thereof to be put up and affixed at the St. Lawrence Hall, the corner of Yonge and Queen Streets, the Court-House, and St. Patrick's Market—being four of the most public places in the said City of Toronto—and to cause a Poll to be opened, held, and taken, at such place and time, in each of the Wards of the said City of Toronto, as may by proclamation under his hand be appointed, and in the same manner as a Poll would be taken for the election of Aldermen and Common Councilmen for the said City, at which the qualified Electors of the said City of Toronto may record their votes in favour or against the said By-Law: Provided always, that such Polls shall not be opened until after the publication of the said By-Law, according to the provisions of the said Railway Clauses Consolidation Act, hereinbefore in part recited.

(Signed,)

JOHN G. BOWES,
MAYOR.

COMMON COUNCIL CHAMBER,
Toronto, December 1st, 1851.

[Seal.]

(Signed,)
A. T. McCORD,
Chamberlain.

We, CHARLES DALY, Clerk, and ANDREW T. McCORD, Chamberlain, of the Corporation of the City of Toronto, do hereby certify that the above is a true copy of a By-Law passed by the Mayor, Aldermen, and Commonalty of the City of Toronto, authorising the subscriptions of Stock in the Toronto and Guelph Railway Company by and on behalf of the Corporation of the City of Toronto; and that the said By-Law was introduced into the Council of the said Corporation of the City of Toronto on the Ninth day of October, 1851; was read a second time on the Seventeenth day of October; was duly advertised in all the

newspapers published in the City of Toronto, from the Twentieth day of October to the Seventeenth day of November, and by a Proclamation of John G. Bowes, Esquire, Mayor of the said City of Toronto, bearing date the Eleventh day of November, and published in the manner required by the Railway Clauses Consolidation Act; was referred to the qualified Electors of the said Municpal Corporation of Toronto, for their approval, on the Eighteenth and Nineteenth days of November, and having been then and there approved by a majority of such Electors, the said By-Law was finally passed by the Mayor, Aldermen, and Commonalty of the City of Toronto, in Council assembled, upon the First day of December, 1851; and the Corporate Seal of the said City of Toronto is affixed to the original By-Law, which is filed among the Records of the said Corporation of the City of Toronto.

CHARLES DALY,
Clerk Common Council.

A. T. McCORD,
Chamberlain.

BY-LAW, No. 19,

OF

THE TOWN OF GUELPH,

TO AUTHORIZE THE MUNICIPALITY OF THE TOWN OF GUELPH TO SUBSCRIBE FOR STOCK IN "THE TORONTO AND GUELPH RAILWAY COMPANY," TO THE AMOUNT OF £25,000.

WHEREAS by the Railway Clauses Consolidation Act, it was, among other things, enacted, that the Municipal Corporations in this Province might subscribe for any number of Shares in the Capital Stock of any Railway Company which should by any Act of Parliament of this Province be thereafter incorporated and authorized to construct a Railway in this Province; or lend to, or guarantee the payment of, any sum of money by the said Company from any Corporation, or person; or endorse, or guarantee the payment of, any Debentures to be issued by the Company for the money by them borrowed; and should have power to assess and levy from time to time upon the whole rateable property of the Municipality, a sufficient sum for them to discharge the debt or engagement so contracted; and for the like purpose to issue Debentures, payable at such times, and for such sums respectively (not less than Five Pounds, Currency,) and bearing or not bearing interest, as such Municipal Corporations may think meet, and that any such Debenture issued, endorsed, or guaranteed, should be valid and binding on such Municipal Corporation, if signed, or endorsed, and countersigned, by such officer or person, and in such manner and form as should be directed by any By-law of such Corporation, and that the Corporation Seal thereto should not be necessary, nor the observance of any other form with regard to the said Debentures, than such as should be directed in such By-law as aforesaid; and also, that no Municipal Corporation should subscribe for Stock, or incur any debt or liability under the said Act, or the Special Act incorporating the said Company, unless, and until, a By-law to that effect should have been duly made and adopted, with the consent first

had of the majority of the qualified electors of the Municipality, to be ascertained in such manner as should be determined by the said By-law, after public advertisement thereof, containing a copy of such proposed By-law, inserted at least four times in each newspaper printed within the limits of the said Municipality; or if none be printed therein, then in one or more newspapers printed in the nearest City or Town thereto, and circulated therein, and also put up in at least four of the most public places in each Municipality: and also that the Mayor, Warden, or Reeve, being the head of each Municipal Corporation subscribing for and holding stock in the said Company, to the amount of Five Thousand Pounds and upwards, should be, and continue to be, *ex-officio*, one of the Directors of the said Company, in addition to the number of Directors authorized by the Special Act incorporating the same, and should have the same rights, powers, and duties as any of the Directors of the said Company.

And whereas, by a certain Act of the Legislature of this Province, passed during the last session, a Company was incorporated for the purpose of constructing a Railway from the waters of Lake Ontario, within the limits of the City of Toronto, to the Town of Guelph, to be called "The Toronto and Guelph Railway Company," and the Provision of the Railway Clauses Consolidation Act herein before recited, were, amongst others, incorporated in the said last mentioned Act.

And whereas the construction of the said Railway—generally beneficial as it must prove to the whole section of country through which it may pass—is likely to enhance in an eminent degree the wealth and prosperity of the Town of Guelph, as one of the termini thereof: and it is therefore deemed advisable that the Municipality of the said Town of Guelph should subscribe for Stock in the Books of the said Toronto and Guelph Railway Company, to the amount of Twenty-five Thousand Pounds, and should issue Debentures to that amount for the payment thereof;

1. Be it therefore enacted by the Municipality of the Town of Guelph, That it shall and may be lawful for the Town Reeve of the said Town of Guelph to subscribe for Stock in the said Toronto and Guelph Railway Company, to the amount of Twenty-five Thousand Pounds, for and on behalf of the said Municipality of the said Town of Guelph; and for the payment of the said Stock, it shall and may be lawful for, and it shall be the duty of, the Town Reeve for the time being of the said Town of Guelph, to raise by way of loan, at a rate of interest not

exceeding six per cent. per annum, from any person or persons whomsoever, bodies politic or corporate, who may be willing to lend the same, upon the security of the Debentures hereinafter mentioned, a sum or sums of money, not exceeding in the whole the said sum of Twenty-five Thousand Pounds, and to cause the same to be paid into the hands of the Treasurer of the said Municipality for the time being, to be applied, under the direction of the said Municipality of the said Town of Guelph, for the time being, in paying the instalments upon the said Stock so subscribed, as the same may be called in or become due and payable, or to cause to be issued Debentures of the said Municipality for the said sum of Twenty-five Thousand Pounds, in the manner hereinafter provided, with interest payable half-yearly, and to cause such Debentures to be delivered to the said Toronto and Guelph Railway Company, as and when such calls or instalments upon the Capital Stock of the said Company shall be made or become due and payable, under and by virtue of the Act incorporating the said Company, in payment and satisfaction of the said calls upon the said Stock so subscribed for in the said Company.

2. That it shall be the duty of the Town Reeve of the said Town of Guelph for the time being—from time to time to cause any number of Debentures to be made out, as calls shall be made upon the Stock of the said Company, for the purpose of meeting such calls in such amounts as to him shall seem fit, and not exceeding in the whole the said sum of Twenty-five Thousand Pounds, which said Debentures shall be under the Common Seal of the said Municipality of the Town of Guelph, signed by the Town Reeve and countersigned by the Treasurer for the time being of the said Town of Guelph, and shall bear interest not exceeding six per cent. per annum, payable half-yearly, and shall be made redeemable at the Bank of Upper Canada in Toronto.

Provided always, that none of the said Debentures shall be for a sum less than £25, nor payable at less than ten years' date, nor at more remote periods than twenty years from the issuing thereof.

And Provided further, that it shall and may be lawful for the said Municipality of the said Town of Guelph, at any time or times when it may be deemed advisable so to do, to redeem any of the said Debentures before the same may become due, either by sale of the whole or any part of the Capital Stock so subscribed for as aforesaid, or which may from time to time be held by the said Municipality of the Town of Guelph, or out of any funds which may—from time to time—be at the disposal

of the said Municipality, and not otherwise appropriated, upon giving six months' notice of their intention to redeem the same in two or more public Newspapers published in the Town of Guelph.

3. That the Dividends from time to time paid upon the Stock so subscribed for in the said Toronto and Guelph Railway Company, and received by the said Municipality, shall be applied, under the direction of the said Municipality in the first place, in the payment of the interest accruing upon the said Debentures as the said Municipality may from time to time think fit to redeem.

4. That, for the payment of the half-yearly interest from time to time accruing, due, and payable upon the said Debentures respectively, there shall be raised, levied, and collected in each and every year, an equal rate in the pound upon the assessed value of all the rateable property in the said Town of Guelph, over and above all other rates and taxes, sufficient to pay the said half yearly interest, or so much thereof as shall not be met or paid by the dividends from time to time received upon the said Stock in the said Company; and such rate shall be collected and paid over to the said Treasurer of the said Town of Guelph for the time being, at the same time and in the same manner as other rates are collected and paid over.

And, for the payment and redemption of the principal money secured by the said Debentures, there shall be raised, levied and collected in the year next before such Debentures shall respectively fall due, an equal rate in the pound upon the assessed value of all rateable property in the said Municipality, over and above all other rates and taxes whatsoever, sufficient to pay the principal money secured by such Debentures so respectively falling due as aforesaid, or so much or such part thereof as shall remain unpaid after the surplus of the dividends hereinbefore mentioned and appropriated, or any other fund at the disposal of the Municipality, shall have been applied in liquidation thereof, or the necessary amount, or any part thereof, may be raised by a loan to be raised upon other Debentures to be issued for such sums, redeemable at such periods as by a By-Law of the Municipality may be declared and enacted.

5. That the holders of a receipt or receipts for sums amounting to not less than Five Pounds, or multiples of Five Pounds, levied and paid on account of any Railway tax for "The Toronto and Guelph Railway Company," shall from time to time be entitled to receive from the said Municipality, within thirty days after demand, scrip or certificate of Stock in the said Railway Company to the same amount, if the Stock

at the disposal of the said Municipality be sufficient for such purpose, and if not, the amount of receipt sufficient to entitle the holders to scrip or certificate of Stock for £5, or multiples of £5, shall be rateably higher: and that the different collectors shall be bound to give to each ratepayer separate receipts for every sum paid for or on account of any tax for the Toronto and Guelph Railway Company: Provided always, that it shall be lawful for the said Municipality to give to any such holder of receipt or receipts Debentures of the said Municipality, payable at twenty years with interest half-yearly, instead of such Railway scrip or certificate, in their discretion.

6. That, for the purpose of obtaining the consent or dissent of the qualified Electors of the said Town of Guelph to this By Law, in pursuance of the Provisions of the said Railway Clauses Consolidation Act, hereinbefore recited, it shall and may be the duty of the said Town Reeve of the said Town of Guelph to cause public advertisement of such By-Law, with a copy thereof, to be made and published at least Four times in each and every newspaper printed in the said Town of Guelph, and to cause copies thereof to be put up and affixed at the Court House, the Post Office, the British Hotel, the Wellington Hotel, being four of the most public places in the said Town of Guelph, and to cause a Poll to be opened, held, and taken at such place or places, and at such time, in the said Town, as by proclamation under his hand may be appointed, and in the same manner as a Poll would be taken for the election of Municipal Councillors for the said Town, at which the qualified Electors of the said Town of Guelph may record their votes in favour of or against the said By-Law: Provided always, that such Polls shall not be open until after the expiration of the publication of the said By-Law, according to the Provisions of the said Railway Clauses Consolidation Act, hereinbefore in part recited.

I, James Hough, Clerk of the Municipal Council of the Town of Guelph, do hereby certify that the above is a true copy of a By-Law passed by the Municipal Council of the Town of Guelph, authorising the subscription for Stock in the Toronto and Guelph Railway Company; and that the said By-Law was introduced into the said Council, and read twice, on the Seventeenth day of November, 1851; was duly advertised in the Guelph *Herald* from November 18th to December 16th,

in the Guelph *Advertiser* from November 20th to December 18th, 1851; and by a Proclamation of Samuel Smith, Esq., Reeve of said Town of Guelph, bearing date the First day of December, 1851, and duly published in the manner by the "Railway Clauses Consolidation Act" directed; was referred to the qualified Electors of the said Municipality, for their approval, on the 12th and 13th of December; and having been then and there approved by a majority of votes of such Electors, the said By-Law was finally passed by the Municipal Council of the said Town of Guelph, on the Twenty-sixth day of December, 1851; and that the Corporate Seal is affixed thereto; and that the said By-Law is—

(Signed,)

[Seal.]

SAMUEL SMITH,
Reeve;

JAMES HOUGH,
Town Clerk;

And filed among the Records of the Municipality.

Guelph, 20th March, 1852.

JAMES HOUGH,
Town Clerk.

MUNICIPALITY

OF

THE TOWNSHIP OF GUELPH.

BY-LAW

TO AUTHORIZE THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF GUELPH TO SUBSCRIBE FOR STOCK IN "THE TORONTO AND GUELPH RAILWAY COMPANY," TO THE AMOUNT OF £10,000.

WHEREAS, by the Railway Clauses Consolidation Act, it was, amongst other things, enacted, that the Municipal Corporations in this Province might subscribe for any number of Shares in the Capital Stock of any Railway Company which should, by any Act of Parliament of this Province, be thereafter incorporated; or lend to, or guarantee the payment of, any sum of money borrowed by the said Company from any Corporation, or person; or endorse, or guarantee the payment of, any Debentures to be issued by the Company for the money by them borrowed; and should have power to assess and levy from time to time upon the whole rateable property of the Municipality, a sufficient sum for them to discharge the debt or engagement so contracted; and for the like purpose to issue Debentures, payable at such times and for such sum, respectively, not less than Five Pounds Currency, and bearing or not bearing interest, as such Municipal Corporation may think meet, and that any such Debenture issued, endorsed, or guaranteed, should be valid and binding upon such Municipal Corporation if signed, or endorsed, and countersigned, by such officer or person, and in such manner and form as shall be directed by any By-Law of such Corporation, and that the Corporation Seal thereto should not be necessary, nor the observance of any other form with regard to the said Debentures, than such as should be directed in such By-Law as aforesaid, and also, that no Municipal Corporation should subscribe for Stock, or incur any debt or liability under the said Act, or the Special Act incorporating the

said Company, unless and until a By-Law to that effect should have been duly made and adopted, with the consent first had of a majority of the qualified Electors of the Municipality, to be ascertained in such manner as should be determined by the said By-Law, after public advertisement thereof, containing a copy of such By-Law, inserted at least four times in each newspaper printed within the limits of the said Municipality, or if none be printed therein, then in one or more newspapers printed in the nearest City or Town thereto, and circulated therein, and also put up in at least four of the most public places in each Municipality; and also, that the Mayor, Warden, or Reeve, being the head of such Municipal Corporation subscribing for and holding Stock in the said Company, to the amount of Five Thousand Pounds or upwards, should be, and continue to be, *ex officio*, one of the Directors of the said Company, in addition to the number of Directors authorized by the Special Act incorporating the same, and should have the same rights, powers, and duties, as any of the Directors of the said Company;

And whereas, by a certain Act of the Legislature of this Province, passed during the last Session, a Company was incorporated for the purpose of constructing a Railroad from the waters of Lake Ontario, within the limits of the City of Toronto, to the Town of Guelph, to be called "The Toronto and Guelph Railway Company," and the Provisions of the Railway Clauses Consolidation Act hereinbefore recited, were, amongst others, incorporated in the said last mentioned Act;

And whereas the construction of the said Railway, while it cannot fail to be highly beneficial to the country generally through which it will pass, is likely to promote, in an eminent degree, the wealth and resources of the said Township of Guelph; and it is consequently deemed advisable that the Municipal Corporation of the said Township should subscribe for Stock in the Books of the said Toronto and Guelph Railroad Company, to the amount of Ten Thousand Pounds, and should issue Debentures to that amount for the payment thereof;

Be it therefore enacted, by the Municipal Council of the Township of Guelph, held under and by virtue of the authority of the Act 12th Vic., chap. 81, and fourth section of said Act, intituled "An Act to provide by one general Law for the erection of Municipal Corporations, and the establishment of Regulations of Police in and for the several Counties, Cities, Towns, Townships, and Villages in Upper Canada;" and it is hereby enacted by the authority of the same, That it shall and may be lawful for the Reeve of the said Township of Guelph to subscribe

for Stock in the said Toronto and Guelph Railway Company to the amount of Ten Thousand Pounds, for and on behalf of the said Municipality of the said Township of Guelph; and for payment of the said Stock it shall and may be lawful for, and it shall be the duty of the Reeve, for the time being, of the said Township, to raise by way of a loan, at a rate of interest not exceeding six per cent. per annum, from any person or persons, bodies politic or corporate, who may be willing to lend the same upon the security of the Debentures hereinafter mentioned, a sum or sums of money not exceeding in the whole the said sum of Ten Thousand Pounds, and to cause the same to be paid into the hands of the Treasurer of the Company, to be applied under the direction of the Municipal Council of the said Township of Guelph for the time being, in paying the instalments upon the said Stock so subscribed as the same may be called in or become due and payable; or to cause to be issued Debentures for the said sum of Ten Thousand Pounds, in the manner hereinafter provided, with interest payable half-yearly, and to cause such Debentures to be delivered to the said Toronto and Guelph Railway Company, as and when such calls or instalments upon the Capital Stock of the said Company shall be made or become due and payable, under and by virtue of the Act incorporating the said Company, in payment and satisfaction of the said calls upon the said Stock so subscribed for in the said Company.

2. And be it further enacted, That it shall be the duty of the Reeve of the said Township of Guelph for the time being, from time to time to cause any number of Debentures to be made out, in such amounts as to him shall seem fit, and not exceeding in the whole the said sum of Ten Thousand Pounds, which said Debentures shall be under the common Seal of the said Municipal Corporation of the Township of Guelph, signed by the Reeve, and countersigned by the Treasurer for the time being of the said Township of Guelph, and shall bear interest not exceeding six per cent. per annum, payable half-yearly, and shall be made redeemable at the Bank of Upper Canada in Toronto: Provided always, that none of the said Debentures shall be for a less sum than £25, nor payable at more remote periods than twenty years from the issuing thereof; and provided further, that it shall and may be lawful for the said Municipal Corporation of the said Township of Guelph, at any time or times when it may be deemed advisable so to do, to redeem any of the said Debentures before the same may become due, either by sale of the whole or any part of the Capital Stock so subscribed for as afore-

said, or which may from time to time be held by the said Municipal Corporation of the Township of Guelph, or out of any funds which may from time to time be at the disposal of the said Municipal Council of the said Township of Guelph, and not otherwise appropriated, upon giving six months' notice of their intention to redeem the same, in two or more public newspapers published in the Town of Guelph.

3. And be it further enacted, That the dividends from time to time paid upon the Stock so subscribed for in the said Toronto and Guelph Railway Company, and received by the said Company, shall be applied, under the direction of the said Municipal Council of the Township of Guelph, in the first place, in payment of the interest accruing upon the said Debentures, and the surplus in the redemption of such of the said Debentures as the said Municipal Council may from time to time think fit to redeem.

4 And be it further enacted, That for the payment of the half-yearly interest from time to time accruing, due, and payable upon the said Debentures respectively, there shall be raised, levied, and collected, in each and every year, an equal rate in the pound upon the assessed value of all the rateable property in the said Township, over and above all other rates and taxes, sufficient to pay the said half-yearly interest, or so much thereof as shall not be met or paid by the dividends from time to time received upon the said Stock in the said Company; and such rate shall be collected and paid over to the said Treasurer of the said Township for the time being, at the same time, and in the same manner, as other rates are collected and paid over.

And for the payment and redemption of the principal money secured by the said Debentures, there shall be raised, levied and collected, in the year next before such Debentures shall respectively fall due, an equal rate in the pound upon the assessed value of all rateable property in the said Township, over and above all other rates and taxes whatsoever, sufficient to pay the principal money secured by such Debentures so respectively falling due as aforesaid, or so much or such part thereof as shall remain unpaid after the surplus of the dividends hereinbefore mentioned and appropriated shall have been applied in liquidation thereof, or by a loan to be raised upon other Debentures, to be issued for such sums, redeemable at such periods, as by a By-Law of the Municipal Council of the said Township of Guelph, may be declared and enacted.

5. And be it further enacted, That for the purpose of obtaining the

assent or dissent of the qualified Electors of the said Township of Guelph to this By-Law, in pursuance of the provisions of the said Railway Clauses Consolidation Act hereinbefore recited, it shall be the duty of the Reeve of the said Township of Guelph to cause such By-Law to be published at least four times in each and every newspaper published and printed in the Town of Guelph, and to cause copies thereof to be put up and affixed at Green's Tavern, at George Wilson's Paisley Block, at Blythe's Tavern, at Marmaduke Stevenson's and George McFarlane's Taverns, five of the most public places in the said Township of Guelph, and to cause a Poll to be opened, held, and taken, at such place or places, and at such time in the said Township, as by Proclamation under his hand may be appointed, and in the same manner as a Poll would be taken for the election of Municipal Councillors for the said Township, at which the qualified Electors of the said Township of Guelph may record their votes in favour of or against the said By-Law: Provided always, that such Polls shall not be open until after the publication of the said By-law, according to the provisions of the said Railway Clauses Consolidation Act hereinbefore in part recited.

I, Richard Fowler Budd, Clerk of the Municipal Council of the Township of Guelph, do hereby certify that the above, or within, is a true copy of a By-Law passed by the Municipal Council of the said Township of Guelph, authorising the said Council to subscribe for Stock in the Toronto and Guelph Railway Company, to the amount of £10,000; and that the said By-Law was introduced into the said Council, and was read a first time, on the Tenth day of November, 1851, at Thirty minutes past Three o'clock, P.M, and was read a second time on the said Tenth day of November, 1851, at Four o'clock, P.M., (which said several readings were duly marked on the original,) which said original By-Law was then amended in Committee, and referred (for a Special Meeting of the Council) for further consideration; that the said By-Law was duly advertised in the Guelph *Herald* four several times in the issues of the said newspaper of the Eleventh, Eighteenth, and Twenty-fifth days of November, and Second day of December, 1851; and also in the Guelph *Advertiser*,

in the issues of the said newspaper of the Thirteenth, Twentieth, and Twenty-seventh days of November, and Fourth day of December, 1851; and also by a Proclamation of Benjamin Thurtell, Esquire, the Reeve of the said Township of Guelph, bearing date the Twelfth day of November, 1851, and published in five several public places in the said Township, in the manner by the Railway Clauses Consolidation Act directed, and was referred to the qualified Directors of the said Municipality for their approval, and a poll was kept open for two consecutive days, namely, the Fifteenth and Sixteenth days of December, 1851; and the said By-Law having been then and there approved by a majority of the votes of such Electors, the said By-Law was finally passed by the Municipal Council of the said Township of Guelph, (at a Special Meeting of the said Council called for the further consideration of the said By-Law,) on Monday, the Twenty-second day of December, 1851; and the Corporate Seal of the said Municipality was then and is affixed to the original By-Law filed among the Records of the said Municipality.

(Signed, and Seal affixed,)

[Seal.]

RICHARD FOWLER BUDD,
Clerk to the Municipality of the Township of Guelph.

MUNICIPALITY OF THE TOWNSHIP

OF

CHINGUACOUSY.

A BY-LAW

TO AUTHORIZE THE MUNICIPALITY OF THE TOWNSHIP OF CHINGUACOUSY TO SUBSCRIBE FOR STOCK IN THE "TORONTO AND GUELPH RAILWAY COMPANY," TO THE AMOUNT OF TEN THOUSAND POUNDS.

WHEREAS, by the "Railway Clauses Consolidation Act," it was amongst other things enacted, that the Municipal Corporations in this Province might subscribe for any number of shares in the capital stock of any Railway Company, which should by any Act of Parliament of this Province be thereafter incorporated; or lend to, or guarantee the payment of any sum of money borrowed by the said Company, from any corporation or person, or endorse or guarantee the payment of any debentures to be issued by the said Company for the money by them borrowed, and should have power to assess and levy, from time to time, upon the whole rateable property of the Municipality, a sufficient sum for them to discharge the debt or engagement so contracted, and for the like purpose to issue debentures payable at such times, and for such sums respectively—not less than five pounds currency—and bearing or not bearing interest, as such Municipal Corporation shall think meet, and that any such debenture, issued, endorsed or guaranteed, shall be valid and binding upon such Municipal Corporation, if signed, or endorsed and countersigned by such officer or person, and in such manner and form as shall be directed by any by-law of such Municipal Corporation, and the corporation seal thereto shall not be necessary, nor the observance of any other form with regard to the debentures, than such as shall be directed in such by-law as aforesaid. And also, that no Municipal Corporation should subscribe for stock, or incur any debt or liability, under this Act or the Special Act incorporating the said Company, unless and until a by-law to that effect shall have been duly made and adopted, with the consent first had of a majority of the qualified electors of the

Municipality, to be ascertained in such manner as should be determined by the said by-law, after public advertisement thereof, containing a copy of such proposed by-law, inserted at least four times in each Newspaper printed within the limits of the municipality, or if none be printed therein, then in one or more Newspapers printed in the nearest city or town thereto, and circulated therein, and also put up in at least four of the most public places in such Municipality, and also that the said Mayor, Warden or Reeve, being the head of such Municipal Corporation, subscribing for and holding stock in the said Company to the amount of Five Thousand Pounds, or upwards, should be, and continue to be, *ex officio*, one of the Directors of the said Company, in addition to the number of Directors authorized by the Special Act incorporating the same, and should have the same rights, powers, and duties, as any of the Directors of the said Company ;

And whereas, by a certain Act of the Legislature of this Province, passed during the Session, a Company was incorporated for the purpose of constructing a Railroad from the waters of Lake Ontario, within the limits of the City of Toronto, to the Town of Guelph, to be called "The Toronto and Guelph Railway Company," and the provisions of the Railway Clauses Consolidation Act, hereinbefore recited, were amongst other things incorporated in the said Act, incorporating the said Company ;

And whereas, at a public meeting of the Rate Payers of the Township of Chinguacousy, convened by the Reeve of the said Township, for the purpose of considering the expediency of recommending the Township Council to take stock in the Toronto and Guelph Railway Company, and held at the Court House in the Village of Brampton, in the said Township of Chinguacousy, on the eleventh day of October, 1851, it was resolved, "That it is the opinion of this meeting, that it is desirable that the Council of the Township of Chinguacousy should subscribe for stock in the Toronto and Guelph Railway Company, to the amount of Ten Thousand Pounds, upon the condition that the said Railroad shall pass through the Village of Brampton"—

And whereas the construction of the said Railway would promote the prosperity and increase the wealth of the section of country through which it would pass, and would be highly beneficial to the inhabitants of the Township of Chinguacousy, if it should pass through the Village of Brampton, and have a depot or station at that Village, and it is deemed advisable that the Municipal Council of the said Township should subscribe for shares in the capital stock of the said Company, to

the amount of Ten Thousand Pounds, upon the condition that the said Railroad should pass through the Village of Brampton, and have a depot or station at that Village.

Be it therefore enacted by the Municipality of the Township of Chinguacousy, That it shall and may be lawful for, and that it shall be the duty of the Reeve for the time being of the said Township of Chinguacousy, to subscribe for stock in the said Toronto and Guelph Railway Company—upon the conditions hereinbefore mentioned—that the said Railroad shall pass through the Village of Brampton, and have a depot or station at that Village,—to the amount of Ten Thousand Pounds, for and in behalf of the Muncipality of the said Township; and that for payment of the said stock, it shall and may be lawful for, and it shall be the duty of the Reeve for the time being of the said Township, to raise by way of a loan, at a rate of interest not exceeding six per cent. per annum, from any person or persons, body or bodies corporate, who may be willing to lend upon the security of the debentures hereinafter mentioned, a sum or sums of money not exceeding in the whole the said sum of Ten Thousand Pounds, and to cause the same to be paid into the hands of the Treasurer for the time being, of the said Township, to be by him applied under the direction of the Municipal Council of the said Township, in payment of the said stock so as aforesaid subscribed for, as the same may be called in and become due and payable, or to cause to be issued debentures for the said sum of Ten Thousand Pounds, in the manner hereinafter provided, with interest payable yearly, and to cause such debentures from time to time to be delivered to the said Toronto and Guelph Railway Company, as and when the calls and instalments of the capital stock of the said Company shall be made or become due and payable, under and by virtue of the Act incorporating the said Company, in payment and satisfaction of the said calls upon the said stock in the said Company, so as aforesaid subscribed for by the Municipality of the said Township of Chinguacousy.

2. That it shall be the duty of the Reeve of the said Township of Chinguacousy, for the time being, from time to time to cause any number of debentures to be made out, in such amounts as to him shall seem fit, and not exceeding in the whole the said sum of Ten Thousand Pounds, which said debentures shall be under the common seal of the said Township of Chinguacousy, signed by the Reeve, and countersigned by the Treasurer, for the time being, of the said Township, and shall bear interest not exceeding six per cent. per annum, payable yearly, and shall be made redeemable at the Bank of Upper Canada, in

Toronto—provided always that none of the said debentures shall be for a less sum than twenty-five pounds, nor be made payable at a more remote period than twenty years, from the issuing of the same respectively. And provided further, that it shall and may be lawful for the Municipal Corporation of the said Township of Chinguacousy, at any time or times when it may be deemed advisable so to do, to redeem any of the said debentures before the same may become due respectively, either by the sale of the whole or any part of the capital stock so subscribed for as aforesaid, which may from time to time be held by the Municipality of the said Township, or out of any fund which may from time to time be at the disposal of the said Municipality, not otherwise appropriated, upon giving six months' notice of their intention so to redeem the same, in two or more of the public Newspapers from time to time published in the City of Toronto.

3. That dividends from time to time paid upon the stock so subscribed for, in the said Toronto and Guelph Railway Company, and received by the Municipal Corporation of the said Township of Chinguacousy, shall be applied, under the direction of the said Municipal Corporation, in the first place in payment of the interest accruing upon the said debentures, and the surplus in redemption of such of the said debentures as the said Municipal Corporation may from time to time think fit to redeem.

4. That, for the payment of the yearly interest from time to time accruing, due and payable upon the said debentures respectively, there shall be raised, levied and collected, in each and every year, an equal rate in the pound upon the assessed value, for the time being, of all the rateable property in the said Township of Chinguacousy, over and above all other rates and taxes, sufficient to pay the said yearly interest, or so much thereof as shall not be met or paid by the dividends from time to time received upon the said stock in the said Company, so as aforesaid subscribed for and held by the Municipality of the said Township of Chinguacousy. And such rate shall be collected and paid over to the Treasurer for the time being of the said Township, at the same time and in the same manner as other rates are collected and paid over.

And for the payment and redemption of the principal monies secured by the said debentures, there shall be raised, levied and collected in the year next before such debentures shall respectively fall due, an equal rate in the pound upon the assessed value for the time being, of all the rateable property in the said Township of Chinguacousy, over and above all other rates and taxes whatsoever, sufficient to pay the princi-

pal monies secured by such debentures, so respectively falling due as aforesaid; or so much and such part thereof, as the surplus of the dividends hereinbefore mentioned shall be insufficient to pay and redeem; or the said debentures so respectively falling due as aforesaid, may be paid and redeemed by a loan raised upon other debentures to be issued for such sums, and to be made redeemable at such periods as by any by-law of the said Municipality, in that behalf to be passed, may be declared and enacted.

5. That, for the purpose of obtaining the assent or dissent of the qualified electors of the said Township of Chinguacousy to this by-law, in pursuance of the provisions of the said Railway Clauses Consolidation Act, in that behalf hereinbefore recited—the Reeve of the said Township shall cause this proposed by-law to be published at least four times in the *British Colonist*, *Patriot*, and *Globe* Newspapers, published in the City of Toronto, and circulated in the said Township of Chinguacousy—there being no Newspaper published or printed within the limits of the said Township of Chinguacousy, and Toronto being the nearest City or Town thereto. And shall also cause copies of this by-law to be put up and affixed at the Court-House in the Village of Brampton, Rutledge's Inn in the Village of Edmonton, Archdekin's Inn on the Third Line East, and Troughton's Inn on the Third Line West, being four of the most public places in the said Township of Chinguacousy. And shall cause a poll to be opened, held, and taken, at such place and time in each of the Wards of the said Township of Chinguacousy as the said Reeve may by proclamation under his hand appoint, which poll shall be taken in the same manner as a poll would be taken for the election of Councillors for the said Township, and at which poll the qualified electors of the said Township may record their votes in favour of or against the said by-law; provided always that such polls shall not be opened until after the due publication of this by-law, according to the provision of the said Railway Clauses Consolidation Act hereinbefore in part recited.

Provided always, that this by-law shall not have any effect, nor shall the said Reeve have authority to subscribe for the stock as hereinbefore provided, unless and until the Directors of the said Toronto and Guelph Railway Company shall give to the said Reeve such assurances as shall be satisfactory to a majority of the said Township of Chinguacousy, that the said Railroad shall pass through the Village of Brampton, and have a station or depot at the said Village

(Signed) JOHN LYNCH,

(L. S.) *Town Reeve.*

(L. S.)

Passed 4th June,
DENIS L. LYNCH,
Township Clerk.

I, DENIS L. LYNCH, Clerk of the Municipality of the Township of Chinguacousy, do hereby certify that the within is a true copy of a By-law passed by the Municipal Council of the Township of Chinguacousy, authorizing the subscription for stock in the Toronto and Guelph Railway Company, by and on behalf of the Municipality of the said Township of Chinguacousy, and that the said By-Law was introduced into the Municipal Council of the said Township, on the eighth day of November, 1851, was read a second time on the eighth day of November, 1851, was duly advertised in the *British Colonist*, *Globe*, and *Patriot* Newspapers, published in the City of Toronto, there being no Newspaper published within the limits of the said Municipality, from the fourteenth day of November, 1851, to the twenty-eighth day of November, 1851, and was duly advertised also, at the four public places within the Municipality named in the said By-Law, and, by a Proclamation of John Lynch, Esquire, Reeve of the said Township of Chinguacousy, bearing date the eleventh day of March, 1852, and published in the manner required by the Railway Clauses Consolidation Act, was referred to the qualified electors of the said Township of Chinguacousy, for their approval on the 24th and 25th days of March, A. D., 1852, and having been then and there approved of by a majority of votes of such electors, the said By-Law was finally passed by the Municipal Council of the said Township of Chinguacousy in Council assembled, on the 4th day of June, A. D., 1852, and the Corporate Seal of the said Municipality was affixed to the original By-Law which is filed amongst the Records of the said Municipality; and the condition in the said By-Law stipulated for having been complied with by the said Toronto and Guelph Railway Company, the Stock-book of the said Company was subscribed by John Lynch, Esquire, Reeve of the said Township of Chinguacousy, upon behalf of the Municipality of the said Township, for the amount of £10,000 Stock, in the said Toronto and Guelph Railway Company, on the 9th day of July, A. D., 1852.

Dated this 9th day of August, 1852.

(Signed)

DENIS L. LYNCH,
Clerk of the Township of Chinguacousy.

AGRICULTURAL CENSUS OF 1851.

	Townships which will be affected beneficially by the Toronto & Guelph Railway.	Number of Acres of Land.			
		Total Acres.	Under Cultivation.	Under Crops in 1851.	Under Pasture, 1851.
1	Chinguacousy	76,144	41,047	23,331	17,083
2	Arthur, Luther, & Minto	29,029	4,611	3,693	910
3	Pilkington	23,050	7,154	4,305	2,349
4	Maryborough	19,625	1,693	977	716
5	Nichol	22,420	10,666	5,195	5,469
6	Garafraxa	34,399	5,749	4,259	1,485
7	Eramosa	36,605	16,241	10,935	5,180
8	Peel	41,805	6,993	5,537	1,403
9	Guelph	34,617	18,456	9,721	8,564
10	Erin	54,952	19,950	9,005	10,781
11	Puslinch	53,333	25,850	14,409	11,154
12	Toronto Gore	17,323	11,398	7,486	3,798
13	Caledon	52,455	20,981	12,349	8,511
14	Albion	43,092	17,076	11,417	7,464
15	West York	36,172	22,013	15,309	6,237
16	Esquesing	54,461	28,121	15,152	12,729
17	Trafalgar	66,732	39,796	23,550	15,627
18	Nassagaweya	39,650	16,335	6,012	10,212
19	Wellesley	54,828	16,449	13,695	2,636
20	Etobicoke	27,811	17,497	9,960	7,284
21	Woolwich	43,164	17,462	10,292	7,070
22	Mornington	23,809	1,697	1,211	485
23	Nelson	45,512	25,244	12,199	12,501
24	Waterloo	82,546	41,400	25,350	15,360
	Totals	1,013,534	433,879	255,349	175,008

	No. of Acres of Land.		Wheat.		Barley.		Rye.	
	Gardens or Orchards.	Under Wood, or Wild.	Acres.	Produce Bsh.	Acres.	Produce Bsh.	Acres.	Produce Bsh.
1	633	34,997	14,034	206,898	125	3,348	—	—
2	6	24,418	1,224	10,517	56	564	1	4
3	—	15,896	2,025	31,975	172	3,741	—	—
4	—	17,933	637	5,404	52	923	—	—
5	2	11,254	2,145	34,571	331	7,533	—	—
6	25	28,650	2,216	27,474	80	1,658	14	139
7	126	20,364	3,289	65,374	302	7,207	—	—
8	53	34,812	2,272	24,389	144	1,530	5	150
9	171	16,161	3,751	73,967	208	4,166	6	134
10	164	35,002	4,476	62,545	74	1,925	47	665
11	287	26,483	5,706	90,977	169	2,421	205	2,953
12	114	5,925	3,408	69,052	263	7,475	—	—
13	121	3,147	4,185	66,631	63	1,260	50	663
14	195	24,016	5,244	86,698	64	941	77	1,038
15	467	14,159	4,594	99,583	113	3,205	3	70
16	240	26,340	6,930	177,927	58	1,606	5	80
17	619	26,936	10,072	180,706	343	9,336	112	1,457
18	110	23,215	3,203	50,079	54	1,129	4	19
19	118	38,379	3,642	60,544	189	2,986	127	1,650
20	253	10,314	4,189	82.390	845	23,680	60	1,101
21	99	25,704	4,608	71,643	136	2,686	111	1,536
22	—	22,112	624	4,028	7	50	—	—
33	544	20,268	5,515	82,805	1,033	12,624	4	50
24	690	41,145	9,360	153,857	226	5,474	811	11,978
	5,037	547,630	107349	1,820,034	5,107	107468	1,641	23,687

	Peas.		Oats.		B. Wheat.		Indian Corn.	
	A.	Bsh.	A.	Bsh.	A.	Bsh.	A.	Bsh.
1	2,923	45,922	2,676	154,960	113	891	26	352
2	142	1,961	882	17,457	6	48	1	6
3	441	6,210	889	24,645	—	—	½	25
4	76	879	110	10,675	—	—	—	—
5	388	7,066	1,653	61,753	—	—	—	—
6	301	3,843	1,230	35,257	15	198	—	—
7	1,032	21,341	1,839	82,596	41	651	15	572
8	351	4,546	895	20,115	3	63	15	357
9	1,134	25,735	2,325	81,327	9	157	35	1,292
10	940	12,361	2,160	58,958	141	1,917	17	236
11	774	17,018	2,914	86,694	24	291	64	1,648
12	1,179	19,346	986	34,864	—	—	2	93
13	796	10,231	2,652	71,321	44	612	31	669
14	1,428	17,390	1,627	40,583	—	—	5	68
15	1,744	30,131	2,878	99,715	9	18	51	837
16	1,462	20,384	1,854	60,535	68	855	48	1,429
17	1,442	21,391	2,884	88,560	301	5,924	243	6,927
18	688	10,904	1,484	40,996	35	567	17	537
19	774	10,909	2,169	53,662	9	91	43	678
20	1,304	25,677	1,701	60,988	14	284	43	1,218
21	569	9,724	—	69,180	6	89	42	1,048
22	71	726	248	4,120	—	—	14	142
23	695	8,297	1,654	53,125	188	2,972	355	11,196
24	1,357	22,114	4,254	127,361	104	1,783	459	11,664
	22,012	354,106	41,964	1,439,447	1,130	17,411	1,526	40,982

	Potatoes.		Turnips.		Clover, Timothy, or other grass seed—Bsh.	Hay. Bundles, or Tons.	Wool. Lbs.
	A.	Bsh.	A.	Bsh.			
1	558	42,441	154	27,079	409	6,769	27,843
2	272	14,314	80	5,585	212	661	2,860
3	107	6,666	114	11,420	—	1,019	5,663
4	78	2,763	34	3,690	—	622	10
5	157	8,476	116	12,600	—	1,411	6,328
6	235	20,632	145	20,216	58	832	3,483
7	235	18,968	183	32,126	156	2,235	10,761
8	326	18,177	212	26,548	—	1,163	2,810
9	316	23,203	358	72,154	115	2,542	14,222
10	331	30,217	81	10,428	200	2,657	11,459
11	483	36,022	311	58,013	144	3,143	16,822
12	156	10,473	65	10,383	57	1	9,975
13	473	44,748	54	68,575	100	—	12,651
14	432	33,040	117	17,195	32	1,683	11,194
15	235	15,908	42	5,637	49	3,742	12,581
16	179	13,119	22	4,409	572	5,386	19,838
17	342	27,781	65	9,266	719	6,761	28,370
18	230	16,199	117	16,771	64	6,134	11,000
19	391	21,263	161	16,812	346	2,054	9,101
20	216	17,049	59	14,220	117	3,169	12,344
21	349	24,908	217	41,405	106	2,007	10,537
22	153	4,639	68	3,927	6	147	805
23	188	14,714	37	10,371	77	5,042	18,863
24	802	51,226	186	31,442	351	7,321	25,877
	7,254	516,946	2,998	530,272	3,890	66,501	285,397

	Maple Sugar. Lbs.	Fulled Cloth. Yards.	Flannel. Yards.	Bulls, Oxen, or Steers.	Milch Cows.	Calves or Heifers.	Horses of all Ages.
1	12,975	4,065	11,500	1,760	2,573	2,171	2,086
2	6,861	308	2,080	464	464	452	106
3	13,286	272	447	465	515	572	287
4	10	—	—	189	198	200	18
5	9,557	611	1,843	762	670	731	416
6	11,888	473	1,981	764	593	774	197
7	31,268	2,318	5,647	1,208	1,066	798	659
8	13,769	182	2,446	892	697	788	150
9	34,302	960	2,695	1,141	1,155	1,229	67
10	34,622	2,334	8,050	1,468	1,445	1,269	664
11	25,788	2,501	6,110	1,557	1,444	1,387	924
12	522	207	2,740	352	753	626	664
13	22,790	2,403	7,674	1,261	1,324	817	817
14	5,658	1,508	5,669	883	1,159	1,007	817
15	2,980	199	1,341	267	1,179	828	1,118
16	18,328	2,334	9,568	1,284	2,121	1,689	1,169
17	6,388	2,137	10,889	1,118	2,486	1,877	1,931
18	18,962	1,558	4,366	1,097	1,129	1,021	602
19	28,312	1,992	6,879	1,508	1,184	1,066	473
20	495	20,162	1,590	384	1,259	947	1,085
21	25,328	1,977	3,094	1,379	1,230	1,159	687
22	5,426	129	627	250	268	328	31
23	4,885	1,481	5,626	767	1,628	997	1,179
24	45,514	1,856	9,140	2,207	2,785	2,249	2,429
	379,914	52,167	111,963	23,427	29,425	24,982	18,576

	Sheep.	Pigs.	Butter. Lbs.	Cheese. Lbs	Beef. Barrels or Cwts.	Pork. Barrels or Cwts.
1	9,240	6,102	182,318	14,145	802	2,901
2	984	839	16,450	430	117	320
3	1,729	1,417	4,238	15,209	139	639
4	210	173	1,500	110	102	127
5	2,197	1,810	25,630	11,001	712	887
6	1,829	23,874	1,491	170	1,491	584
7	3,379	2,014	79,540	12,225	450	1,463
8	4,430	1,928	21,563	482	240	7,351
9	4,814	2,662	61,687	16,894	523	1,736
10	4,254	5,012	66,597	13,775	493	1,431
11	5,929	3,333	66,328	12,398	542	1,471
12	2,994	1,973	59,151	3,654	173	467
13	4,146	3,836	63,529	1,999	198	672
14	4,149	3,006	33,996	1,150	327	1,215
15	3,834	2,182	58,155	2,727	64,170	30,010
16	6,751	2,201	105,542	17,144	1,874	3,936
17	4,493	4,286	13,828	12,228	1,154	2,517
18	3,863	1,909	62,082	5,184	442	1,027
19	4,163	3,384	47,290	2,289	292	1,512
20	3,573	2,676	102,667	9,293	202	1,441
21	4,206	2,916	56,313	8,451	340	1,274
22	357	337	2,396	—	2	11
23	5,610	2,129	133,814	7,807	1,978	3,508
24	11,368	6,006	122,863	10,551	877¾	3,152
	99,507	86,005	1,388,968	179,316	77,642	69,652

66
103
186
40
375
187-10
562-10
15
2810
562
25-10
8437-10

AGREEMENT

FOR

AMALGAMATION

BETWEEN

THE GRAND TRUNK RAILWAY COMPANY OF CANADA EAST,
THE QUEBEC & RICHMOND RAILROAD COMPANY,
THE ST. LAWRENCE & ATLANTIC RAILROAD COMPANY,
THE GRAND JUNCTION RAILWAY COMPANY,
THE TORONTO & GUELPH RAILWAY COMPANY,

AND THE

Grand Trunk Railway Company of Canada,

ENTERED INTO

IN LONDON, THE 12TH APRIL, 1853.

MONTREAL:
PRINTED BY J. STARKE & CO.

1856.

1856.

AMALGAMATION AGREEMENT.

THIS DEED is made on the twelfth day of April, one thousand eight hundred and fifty-three, Between the Grand Trunk Railway Company of Canada, of the first part; the Grand Junction Railroad Company of the second part; the Grand Trunk Railway Company of Canada East, of the third part; the Quebec and Richmond Railway Company, of the fourth part; the St. Lawrence and Atlantic Railroad Company, of the fifth part; the Toronto and Guelph Railroad Company, of the sixth part; the Atlantic and St. Lawrence Railway Company, of the seventh part; and William Jackson of Birkenhead, England, Esquire, and the Honorable John Ross, of Belleville, Canada, of the eighth part.

1 Date of Deed, 12th April, 1853.

2 Names of Parties assenting to deed of amalgamation.

WHEREAS by an Act of the Provincial Legislature of Canada, passed in the sixteenth year of Her Majesty's Reign, intituled, "An Act to incorporate the Grand Trunk Railway of Canada," certain persons were incorporated under the title of *The Grand Trunk Railway Company of Canada*, and were authorised to make and complete a railway from the City of Toronto, through the Towns of Port Hope, Cobourg and Belleville, to the City of Kingston, thence through the Towns of Brockville and Prescott to a point in the Eastern Boundary Line of the Township of Osnabruck, thence to St. Raphael's, and thence to the River Ottawa, and across the said River to a point between the lake of the Two Mountains and the Village of St. Ann's, and thence to to the City of Montreal; and by such Act it is provided, that it shall be lawful for the Company to raise and contribute among themselves, in such proportions as to them shall seem convenient, the necessary capital for making, completing and using the said railway and works, not exceeding the sum of Three Millions sterling, such sum to be divided in shares of Twenty-five Pounds sterling, each; and certain provisions are therein contained as to the number of Directors of the Company, and the appointment, election and qualification of such Directors; and by such Act it

3 Act 16, Vict. cap. 37, Incorporating The Grand Trunk Railway Company of Canada, recited.

4 Capital, £3,000,000 Sterling.

5 Provincial guarantee to be given to the extent of £3000, sterling, per mile, at the rate of £40,000 for every £100,000 expended on the Works.

is also provided, that the guarantee of the Province may be given to the Company thereby incorporated, to an amount not exceeding the sum of Three Thousand Pounds for every mile in length of the said Railway, and that so soon as it shall be ascertained by the Report of any Engineer, to be appointed for the purpose by the Governor of the Province, that one hundred thousand pounds sterling has been actually, and with due regard to economy, expended on the said Railway by the Company, in works or materials delivered on the ground, or both conjointly, the guarantee of the said Province may be given to the extent of Forty Thousand Pounds sterling, and so *toties quoties* whenever it shall be ascertained in like manner that another sum of One Hundred Thousand Pounds sterling has been so expended, until such guarantee shall be given to the extent thereby limited. AND

6 Amount of Provincial Bonds to be issued to the Grand Trunk Railway Company, £1,035,000 sterling.

whereas, such Company has been formed, and the amount of Bonds of the Provincial Government which is authorised to be issued under the provisions of the said act and of the different acts recited therein, is One Million and Thirty-five Thousand Pounds. AND whereas by an agreement dated the fourteenth day of December, one thousand eight hundred and fifty-two, between The Grand Trunk Railway Company of Canada, of the first part; and William Jackson, Samuel Morton Peto, Thomas Brassey and Edward Ladd Betts, all of the City of London, (hereinafter called the Contractors,) of the second part, the contractors agreed to make, construct, complete and equip the said Grand Trunk Railway, at the rate of seven thousand six hundred and twenty-five pounds sterling per mile, on the terms and conditions in such contract mentioned. AND whereas, by another agreement dated the twenty-third day of March, one thousand eight hundred and fifty-three, between the said Grand Trunk Railway Company of Canada, of the first part, and the said Contractors, of the second part, the last mentioned contract was modified, and it was thereby agreed, that instead of the rate per mile therein stipulated for, the price to be paid by the Company to the Contractors for making, completing and stocking the said Railway with all the incidents and appurtenances specified in the said recited agreement, should be the sum of Three millions pounds sterling, without additions or deductions of any kind, and that such contract sum should be paid as follows: one million and thirty-five thousand pounds sterling, in Canadian Provincial Government Debentures, payable in twenty years, in London, and meantime bearing interest at Six per cent. payable half-yearly in London; nine hundred and eighty-two thousand five hundred pounds in Debentures of the Company, payable in twenty-five years, in London, and meantime bearing interest at the rate of

7 Contract wtih Jackson, Peto, Brassey & Betts, dated 14th December, 1852, to construct the Grand Trunk Railway for £7625 sterling pr mile

8 Second Contract with Jackson, Peto. Bras'y and Betts, modifying the former Contract. The sum to be paid the Contractors to be £3,000,000 sterling, for construction and equipment of the road. date of Contract 23rd March, 1853.

9 Payment to be as follows:—£1,035,000 in Provincial Debentures, £982,500, in Company's Debentures, £982,500 in Stock.

Six per cent. payable half-yearly in London; and nine hundred and eighty-two thousand five hundred pounds, in Stock of the Company; and that such Debentures, and the certificates for the Stock, should be handed over to George Carr Glyn and Thomas Baring, Esquires, on behalf of the Company, and Samuel Morton Peto and Thomas Brassey, Esquires, on behalf of the Contractors, (therein and hereinafter called the Trustees,) to be sold or transferred, as the Contractors should direct, and the proceeds of such sales should be invested in such security as the Contractors should require, and should constitute the fund from which the payment should be made to the Contractors, as therein provided. And it was thereby also provided, that the interest on the Debentures and Stock so sold or transferred, and also on the Provincial Government Debentures, should be paid by the Contractors, until the whole line of Railway should be completed and ready for opening; and that when the Engineer of the Company should certify that the Contractors had expended fifty thousand pounds in the purchase of land, or in works and materials, or plant brought on the line, and in payment of interest, an order should be given to the Trustees for payment of sixty per cent. of the amount of such certificate, and that at the end of each calendar month from the date of the first certificate, the Engineer should certify the value of the work done, and plant and materials provided during such previous month, and thereupon, in like manner, a like order should be given for a like payment, or transfer of a sum equal in nominal amount to sixty per cent. of the amount of such certificate; and so *toties quoties* when, and as each monthly certificate should be given, and on the final certificate of completion, the balance remaining in the hands of such Trustees, except so much of the sum of forty thousand pounds, therein mentioned as set aside for the payment of the expenses of the Company, as had not been expended, should be paid over to the Contractors; and in such contract is contained a provision for payment, by the said Trustees, of the salaries and other expenses therein mentioned, out of the said sum of forty thousand pounds; and it is thereby also provided, that if any section of the line should be completed and stocked, so as to be ready for traffic, before the completion of the whole railway, it shall be at the option of the Company to accept such portion, and to work the same thenceforth at their own risk, and if they should decline to do so, the Contractors should be at liberty to open and work the same, and that, if the Company accepted such option, the Contractors should be relieved from the payment of interest on an amount of capital equal to the expenditure on the section or portion so opened, and on the plant provided for working the same; and it was thereby

10 Debentures and Stock to be lodged with G. C. Glyn, Ths. Baring, and S. M. Peto, and Thomas Brassey, and sold for account of the Contractors.

11 Contractors to pay interest on Debentures and Stock until the Railway is finished.

12 Payment to be made at the rate of 60 per cent of the Engineer monthly certificates.

13 £40,000 set aside for the payment of Salaries, &c.

14 If the Company receives any portion of the road before the whole is completed, the Contractors to be released from the payment of interest on the amount of capital expended on such portions.

15 Contract subject to modification in case of union or amalgamation with other Companies.

also provided, that the period for the completion of the railway might be extended on the contingencies, and subject to the arbitration therein mentioned; and that the now reciting contract and the original contract should be subject to such modifications, as to the mode of payment and the nature of the securities, in and by which, payment was to be made, and as to the interim investment of the funds, as might become necessary or expedient in case of the union or amalgamation of any other Company with The Grand Trunk Railway Company, so that the terms and conditions as to the construction, and equipment, and price, should be retained and preserved. AND whereas, by another Act of the Provincial Legislature of Canada, passed in the sixteenth year of Her Majesty's Reign, intituled, "An Act to provide for the incorporation of a Company to construct a Railway from opposite Quebec to Trois Pistoles, and for the extension of such Railway to the Eastern Frontier of the Province," the Governor was authorised on the terms therein mentioned, to issue a Proclamation incorporating a Company to be called The Grand Trunk Railway Company of Canada East, for the construction of such Railway; and it is by such act provided, that the Company may raise for such purpose a capital not exceeding One million pounds; and by such act it is also provided, that the guarantee of the Province shall be given to such Company to the same extent and in the same manner as is provided under the last hereinbefore recited Act. AND whereas, such Company has been incorporated, and the amount of Government Bonds which the Company would be entitled to require, under the provisions of the before mentioned Act, is four hundred and fifty-nine thousand pounds. AND whereas, by a contract bearing date the twenty-third day of March, one thousand eight hundred and fifty-three, made between The Grand Trunk Railway Company of Canada East, of the first part, and the said William Jackson, Samuel Morton Peto, Thomas Brassey, and Edward Ladd Betts, hereinafter called the contractors, of the second part, the contractors agreed with the Company to purchase and provide the land necessary for the Railway, and to make, construct and equip the same, in manner therein mentioned, on or before the first November, one thousand eight hundred and fifty-eight, for the sum of one million, two hundred and twenty-four thousand pounds; and by such contract it is provided that, if any section of the Line should be completed and stocked before the entire Railway is finished, it should be at the option of the Company to accept such portion and to work the same at their own risk, and if they should decline to do so, the contractors should be at liberty to open such portion at their risk and for their benefit,

16 Act 16, vic. cap. 38, incorporating, The Grand Trunk Railway Company of Canada East.

17 Capital of the Grand Trunk Railway Company of Canada East, to be £1,000,000 sterling, with Provincial guarantee.

18 Amount of Provincial Bonds to be issued to the Grand Trunk Railway Company of Canada East, to be £459,000.

19 Contract with Jacks'n Peto, Brassey, and Betts, for the construction of the road, dated 23rd March, 1853, for £1,224,000, with same conditions as preceding contract

and that, on such portion being opened by the Company, the contractors should be relieved from the payment of interest on an amount of Capital equal to the expenditure on the section so opened, and on the plant provided for working the same; and it is thereby provided, that such contract sum shall be paid as follows, namely, four hundred and fifty-nine thousand pounds sterling, in Canadian Provincial Debentures, three hundred and eighty-two thousand five hundred pounds sterling, in debentures of the Company, and three hundred and eighty-two thousand five hundred pounds, in stock or shares of the Company, and that such payments shall be made in the same manner as is provided by the hereinbefore recited agreement for the construction of The Grand Trunk Railway, with a provision for the retention by the Trustees therein named, (being the same Trustees as are named in the last recited contract,) of the sum of thirteen thousand pounds, for the payment of the salaries and other purposes therein mentioned, and a similar provision is contained in the now reciting agreement, for the modification thereof, in the event of the amalgamation with The Grand Trunk Railway, to that contained in the lastly hereinbefore recited agreement, and by such contract, after reciting the provisions of the Railway Clauses Consolidation Act, authorising an increase in the Capital of the Company, and that the contract with the contractors, amounted to a larger sum than the Company are at present authorized to raise, it is provided that the necessary steps shall be taken to enable an increase to be made in the capital of the Company, for the purpose of more effectually carrying into effect the provisions of the now reciting contract, and, that in case the Company shall not be authorised to create such additional capital, such equitable arrangement shall be made between the Contractors and the Company, as will relieve the contractors from the obligation to construct and equip the whole of the Railway, except on payment of the contract sum hereinbefore referred to. AND whereas, by an Act of the Provincial Legislature of Canada, passed in the sixteenth year of Her Majesty's Reign, and intituled, "An Act to incorporate the Grand "Junction Railway Company," a Company was incorporated for the purpose, among other things, of laying out, making, constructing and finishing a Railway, on and over any part of the country laying between Belleville and Peterborough, with certain extensions thereof, subject, however, to the approval and sanction of the Government of Canada, and by such Act, the capital of the Company is fixed at the sum of One million pounds, to be divided into fifty thousand shares of twenty pounds each, and to be raised as therein mentioned. AND whereas, such Company has been formed, and by a contract dated the twenty-

20
Payment to be as follows: £459,000 sterling, in Provincial Debentures £382,500 sterling, in Company's Debentures, £382,500 sterling in Stock.

21
£13,000, sterling set aside for payment of salaries, &c.

22
In case the Company be not authorized to raise a larger amount of capital, equitable arrangments to be made between the Company aud the Contractors.

23
Act 16, Vict. cap. 4 incorporating, the Grand Junction Railway Company recited.

24
Capital of the Company to be £1,000,000 sterling.

25 Contract for the construction of the Grand Junction Railway, by Jackson. Peto, Bras'y and Betts, dated 23rd March, 1853, for the sum of £400,000, from Belleville to Peterborough.

third March, one thousand eight hundred and fifty-three, between the Grand Junction Railway Company, by the Honorable John Ross, as their agent, duly authorised to act in their behalf, on the one part, and the said William Jackson, Samuel Morton Peto, Thomas Brassey and Edward Ladd Betts, hereinafter called the Contractors, of the other part: the Contractors have agreed to make, construct and complete the section or part of the said Railway lying between Belleville and Peterborough, being a distance of about fifty miles, in manner and character in such contract mentioned, for the sum of four hundred thousand pounds,

26 Payment to be one half in Company's Debentures, and one half in Stock.

which sum is provided to be paid: one half in Debentures of the Company, payable in London twenty-five years after the dates on which they are respectively issued, bearing interest, payable half-yearly in London, at the rate of Six per cent. per annum; and the remaining half, in Stock or Shares of the Company, to

27 Railway be completed on or before 1st January, 1859.

be entered on the register as fully paid up. And by such contract is is provided, that such railway shall be completed on or before the first day of January, in the year of our Lord one thousand eight hundred and fifty-nine; and that the payments to the Contractors shall be made as the works proceed, in shares and Debentures, on the certificates of the Engineer, in the manner and subject to the stipulations in such contract contained.

28 Interest on Debentures and Stock to be paid by the Contractors, until completion of the Road.

And by such contract it is also provided, that the interest upon the Debentures or Stock to be from time to time sold or transferred to parties other than the Contractors, shall be from time to time paid by the Contractors, until the whole of the Railway shall have been stocked and ready to be opened for Traffic; and

29 £4000, set apart for the payment of salaries.

such contract also provides, that the sum of four thousand pounds shall be set aside for payment of the salaries, and other expenses therein mentioned. AND whereas, an Act was passed by the

30 Act 14 and 15, Vict. cap. 148, incorporating The Toronto and Guelph Railway Company, recited.

Provincial Legislature of Canada, in the fourteenth and fifteenth years of Her Majesty's Reign, intituled, "An Act to incorporate "the Toronto and Guelph Railway Company," under which a Company has been incorporated, for the purpose of constructing a Railway between Toronto and Guelph. AND whereas, another

31 Act 16, Vict. cap. 41, amending former Act, recited.

Act was passed by the Provincial Legislature of Canada, in the fifteenth and sixteenth years of Her present Majesty's Reign, intituled, "An Act to amend an Act to incorporate the Toronto "and Guelph Railway Company," whereby the capital of the

32 Capital £325,000 Cy. with powers to increase it.

said Company was declared to be the sum of three hundred and twenty-five thousand pounds, Provincial currency, divided into sixty-five thousand shares, of five pounds each; and it was provided, that such capital might, if necessary, from time to time be increased in the manner provided for by the Railway Clauses Consolidation Act. And by such Act it is also provided, that it

should be lawful for the said Company to extend their Railway from the Town of Guelph, through the Village of Stratford to the waters of the River St. Claire, at Port Sarnia, and for that purpose to raise in such manner as the Directors should think fit, a further sum of one million pounds Provincial Currency, or such further amount of capital as should from time to time be deemed to be necessary for the proper and efficient construction, maintenance and working of such extension. AND whereas, by an indenture, dated the twenty-sixth day of November, one thousand eight hundred and fifty-two, between the Toronto and Guelph Railway Company, of the first part, and Casimir Stanislaus Gzowski, David Lewis McPherson, Luther Hamilton Holton, and Alexander Tilloch Galt, hereinafter called the "Canadian Contractors," of the second part. The Canadian Contractors agreed to execute the portion of the Railway from Toronto to Guelph, on the terms and conditions therein mentioned. And by another indenture, dated the eighteenth of February, one thousand eight hundred and fifty-three, made between the same parties, the Canadian Contractors agreed on the conditions therein mentioned, to execute the remaining portion of the said Railway, being that from Guelph to the Port of Sarnia. AND whereas, by another agreement dated the twenty-fourth day of March, one thousand eight hundred and fifty-three, between the Toronto and Guelph Railway Company, represented by Alexander Gillespie, Esquire, of the one part, and the said Canadian Contractors, represented by Alexander Tilloch Galt, of the other part. After reciting the before last mentioned Contracts, and that an Act had lately passed authorising the amalgamation of The Grand Trunk Railway Company of Canada, with various other Companies, and that it had been agreed that in case such amalgamation should take place, the before mentioned Contracts with the Canadian Contractors, should be vacated, and that a new Contract should be made between them for the purchase of land for, and for the construction, completion and equipment of the Railway between Guelph and the Port of Sarnia on the terms and conditions in such contract contained, it is by the now reciting contract agreed, that in case the amalgamation should be effected within six Calendar months from the date thereof, the before recited Contracts should be annulled, and that present Contract should come into effect, in case the now reciting Contract should come into operation, the Canadian Contractors agreed to complete the Railway from Toronto to Guelph, and from Guelph to the Port of Sarnia, being a distance of about one hundred and seventy-two miles, and all the stations thereof, and to equip and stock the same in accordance with the specifications therein referred to, on

33 Railway may be extended from Guelph to Sarnia with an increase of £1,000,000, cy., to the capital of the Company.

34 Contract with C. S. Gzouski, D. L. McPherson, Luther H. Holton, and A. J. Galt, dated 26th November, 1852, to construct the Railway from Toronto to Guelph.

35 Another Contract with the same parties to construct the Railway from Guelph to Sarnia, dated 18th February, 1853.

36 Contracts of the 26th November, 1852, and 18th February, 1853, with C. S. Gzowski & Company, to be annulled in case of amalgamation, and a new one under date 24th March, 1853, for the construction of the Road from Toronto to Sarnia, to be made.

37. Railway to be completed by the 1st July, 1857, for the sum of £1,376,000 Sterling, with similar conditions as to payment of interest, &c. as inserted in the contracts of Messrs. Jackson & Co.

or before the first day of July, one thousand eight hundred and fifty-seven, for the sum of one million three hundred and seventy-six thousand pounds sterling, and by such contract it is provided that, if any portion of the line shall be completed and stocked so as to be ready for traffic before the completion of the whole Railway, it should be at the option of the Company to accept the same and to work it for their own benefit, and if they should decline so to do, the Contractors should be at liberty to open and work such portion at their risk and for their benefit, and that in case the Company should accept and open any such portion, the Contractors should be relieved from the payment of interest on an amount of capital equal to the expenditure on the section so opened, and on the plant provided for working the same; and by such contract it is provided, that the interest on the capital called up by the Company, for the purposes of the contract, should be paid by the Contractors, until the whole of the Railway should be completed and stocked, so as to be ready to be opened for traffic, and that the contract price should be paid to the Contractors on the certificates of the Engineer, in manner therein mentioned,

38 £13,000 to be reserved for the payment of salaries, &c.

subject, however, to the reservation of the sum of thirteen thousand pounds, to be applied in payment of the salaries and expenses therein mentioned; and by such contract it is provided, that the necessary steps shall be taken by the Company to enable them to make such increase of capital as would be necessary for the due fulfillment of the Contract. AND whereas,

39 Act 13 & 14 Vict. cap. 116, Incorporating The Quebec & Richmond Railroad Company, recited.

by an Act of the Provincial Legislature of Canada, passed in the thirteenth and fourteenth years of the Reign of Her present Majesty, intituled, "An Act to incorporate Peter Patterson, Esq." and others, under the name of the "Quebec and Richmond Railway Company," a Company was incorporated for the construction of a Railroad from a point on the South shore of the River St. Lawrence, opposite the City of Quebec, to the village of Richmond or the neighbourhood thereof, there to connect with the Saint Lawrence and Atlantic Railway, and by such Act, the Company was authorised to raise a capital not exceeding six hundred and fifty thousand pounds, provincial currency, to be divided into fifty-two thousand shares, of twelve pounds, ten shillings each, and also to borrow the sum of one hundred and fifty thousand pounds, Provincial Currency. AND whereas, by

40 Contract dated 20th October, 1852, with Jackson, Peto, Brassey and Betts, to construct and equip the Quebec & Richmond Railroad.

a contract dated the twentieth day of October, one thousand eight hundred and fifty-two, between William Jackson, Samuel Morton Peto, Thomas Brassey and Edward Ladd Betts, hereinafter called the "Contractors," of the one part, and the Quebec and Richmond Railway Company, of the other part, the Contractors agreed to construct, complete and equip the Railway therein described, ac-

cording to the plans and specifications therein referred to, by the thirty-first day of December, one thousand eight hundred and fifty-five, for the sum of six hundred and fifty thousand pounds sterling, to be paid as follows, *videlicet*, two hundred and fifty thousand pounds sterling, in Debentures of the Government of the Province, one hundred thousand pounds in Debentures of the Company, two hundred and five thousand pounds in Cash, being the produce of shares subscribed for in England, and the balance after crediting the amount which might be paid upon shares subscribed for in Canada, in shares of the Company; and by such contract it is provided, that the Contractors shall pay half-yearly, in sterling, in London, interest at the rate of six pounds per cent, on the amount of shares and debentures which may be issued by the Company. AND whereas, an Act of the Provincial Legislature of Canada, was passed in the eighth year of the reign of Her present Majesty, intituled, "An Act to incorporate the Saint Lawrence and Atlantic Railroad Company," under which a Company was incorporated and empowered to construct a Railroad from the River Saint Lawrence, opposite the City of Montreal, in the general direction of St. Hyacinthe and Sherbrooke, to the boundary line between Canada and the United States, at such point as would best connect with the Atlantic and Saint Lawrence Railway, and by such Act, the Company was empowered to raise a capital of six hundred thousand pounds currency, with a power to raise an additional sum of five hundred thousand pounds currency. AND whereas, an Act was passed in the tenth and eleventh years of the reign of Her present Majesty, entituled, "An Act to amend the Act incorporating the Saint Lawrence and Atlantic Railroad Company," and to extend the powers of the said Company, and three other Acts have been since passed for the purpose of amending and enlarging the powers of the Saint Lawrence and Atlantic Railway Company, under the last of which Acts, and an agreement executed in pursuance thereof, the Saint Lawrence and Atlantic Railway Company, are now entitled to that portion of the Atlantic and Saint Lawrence Railway, which lies between Island Pond and the boundary line of the Province of Canada. AND whereas, the said Saint Lawrence and Atlantic Railway is nearly completed, and the capital which they are authorised to raise, is one million, two hundred and twenty-five thousand pounds currency, of which, the sum of two hundred and forty-six thousand, one hundred pounds, or thereabouts, has been raised by shares, and six hundred and thirty-three thousand pounds sterling, or thereabouts, by borrowing; and it is anticipated that the sum of three hundred thousand pounds sterling, will be required for the purpose of fully completing and

41 Road to be completed by the 1st Decr., 1855, for the sum of £650,000 Sterling.

42 Payment to be made as follows: £250,000 Sterling, in Provincial Debentures £100,000 Sterling in Comp'y's Debentures £205,000 stg. in Cash £95,000 stg. in Stock

43 Contractors to pay interest on shares and Debentures.

44 Act 8 Vict., cap 25, Incorporating The St. Lawrence & Atlantic Railroad Company, recited.

45 Capital, £600,000 cy. with power to add £500,000 cy. more.

46 Act 10 & 11 Vict. cap. 65, amending former Act, and extending the powers of the Company.

47 Three subsequent Acts passed, extending powers of the Company, viz: 12 Vict. cap. 176. 13 & 14 Vict. cap. 118. 16 Vict. cap. 47.

48 Total Capital of the St. Lawrence & Atlantic Railroad Company authorised to be raised by them, is £1,225,000 cy.

49 Provincial Debentures to the amount of £67,800 held by the St. Lawrence & Atlantic R. R. Co.

equipping the said Railway. AND whereas, Provincial Debentures to the amount of sixty-seven thousand, eight hundred pounds, have been issued to the said Saint Lawrence and Atlantic Railway Company, and are now held by them. AND whereas, by

50 Act 16 Vict. cap. 39, empowering any railway forming part of the Main Trunk Line to purchase any other Line, recited.

an Act of the Provincial Legislature of Canada, passed in the fifteenth and sixteenth years of the Reign of Her present Majesty, intituled, "An Act to empower any Railway Company whose "Railway forms part of the main Trunk Line of Railway through- "out the Province, to unite with any other such Company or to "purchase the property and rights of any such Company, and to "repeal certain Acts therein mentioned, incorporating Railway "Companies," it is provided that it shall be lawful for any two or or more Companies formed, or to be hereafter formed for the purpose of constructing any Railway which shall form part of the Main Trunk Line of Railway, contemplated by the Legislature, in passing an Act of the fourteenth and fifteenth years of Her present Majesty, intituled, "An Act to make provisions for the "the construction of a Main Trunk Line of Railway throughout "the whole length of this Province," to unite together as one Company, or for any one of such Companies to purchase and acquire the property and rights of any one or more of such Com-

51 Act to apply to the St. Lawrence & Atlantic Railway.

panies. And it is thereby declared, that the provisions of the now reciting Act shall apply to, and include the Saint Lawrence and Atlantic Railroad Company, and the whole of the Railway which that Company are empowered to construct, and shall also apply to, and include any Company which may have been formed by the union of any two or more Companies under this Act. And it is thereby also provided, that it shall be lawful for the Directors of any such Company as aforesaid, to agree with the Directors

52 Provisions of the act 16 Vict. cap. 39, recited.

of any other such Company or Companies that the Companies they respectively represent shall be united as one Company, and by such agreement, to fix the terms upon which such union shall take place, the rights which the Shareholders of each Company shall possess, after such union, the number of Directors of the Company after such union, and who shall be such Directors until the then next election, the period at which such next election shall be held, the number of votes which the Shareholders of either Company shall respectively have thereat, the Corporate name of the Company after any such union, the time when the agreement shall take effect, the By-Laws which shall apply to the united Company, and generally, to make such conditions and stipulations touching the terms upon which such union shall take place, as may be found necessary for the determining the rights of the said Companies respectively, and of the Shareholders thereof, after any such union, and the mode in which the business of the Company

shall be managed and conducted after any such union. And it is thereby also provided, that whenever any such agreement shall have been made, as aforesaid, the Directors of each of the Companies which it is to affect, shall call a special general meeting of the Shareholders of the Company they represent, in the manner provided by law for calling such general meetings, stating particularly, that such meeting is called for the purpose of considering the said agreement and of ratifying or disallowing the same, and if at such meeting of the Shareholders of each of the Companies concerned, respectively, three-fourths or more of the votes of the Shareholders attending the same, either in person or by proxy, be given for ratifying the said agreement, then the same shall have full effect accordingly, as if all the terms and clauses thereof not inconsistent with the now reciting Act, were enacted in an Act of the Legislature of this Province; and if less than three-fourths of the votes of the Shareholders present at such meeting, in person or by proxy, be given in favor of ratifying such agreement, then the same shall be void and of no effect, and no other meeting shall be called to consider any agreement for a like purpose, within six months thereafter, provided always, that the first meeting of the Shareholders of any Company for considering any such agreement, shall be held within three months of the time when the same shall be made by the Directors thereof, and not afterwards. And it is thereby further provided that from and after the time when any such ratified agreement for the union of two or more Companies shall take effect, the Companies intended to be united shall become one Company and one Corporation by the corporate name assigned to it in such agreement, and shall be invested with, and have all the rights and property, and be responsible for all the liabilities of the respective Companies, parties to such agreement, and shall be held to be the same Corporation with each of them, so that any right or claim which would be enforced by or against either of them, may after such union be enforced, by or against the Company formed by their union, and any suit, action or proceeding pending at the time of such union, by or against either of such Companies, may be continued and completed by or against the Company formed by their union, by the corporate name assigned to it by the agreement. And it is thereby further provided, that in the case of any such union, as aforesaid, the capital of the Company formed thereby, shall be equal to the combined capitals of the Companies united, and they may raise by loan or otherwise, any sum not exceeding the total amount which such Company might raise. And it is thereby further provided, that the Legislature of the Province will make any further Legislative Provision, which may be

53 Meetings of Shareholders to be called for ratifying or disallowing such union or amalgamation.

54. Three-fourths of the votes of the Shareholders required to ratify the union.

55. When amalgamated the united Company to have all the rights of the respective Companies, and shall also assume their liabilities.

56. The Capital of the united Company to be equal to the combined capitals of the Companies forming such union.

57 Act 16, Vic. cap. 76, extending the Provisions of the union Act 16, Vict. cap. 39, recited.

required for the purpose of giving full effect to the now reciting Act, and to any agreement made under it, and ratified, as aforesaid, according to the true intent and purport thereof. AND whereas, by an Act of the Provincial Legislature of Canada, passed in the sixteenth year of Her present Majesty, intituled, "An Act to extend the provisions of the Railway Companies Union Act, to Companies whose Railways intersect the Main Trunk Line, or touch places which the said Line also touches." It is provided that the hereinbefore recited Act, intituled, "An Act to empower any Railway Company whose Railway forms "part of the Main Trunk Line of Railway throughout this Pro- "vince, to unite with any other such Company, or to purchase the "property and rights of such Company, and to repeal certain "Acts therein mentioned, incorporating Railway Companies," and all the enactments and provisions therein contained shall extend and apply to, and include any Railway Company whose Railway intersects the Main Trunk Line of Railway contemplated by the Legislature, in passing the Act of the now last session of the Provincial Parliament, intituled, "An Act to make pro- "visions for the construction of a Main Trunk Line of Railway "throughout the whole Province," or touches any City, Town or

58 The Companies union Act to apply to the Grand Trunk Railway Company of Canada.

place which the said contemplated Main Trunk Line of Railway also touches, subject always to the amendments and provisions therein contained. And it is thereby further provided, that if one of the Railway Companies forming a union under the hereinbefore recited Act, be The Grand Trunk Railway of Canada, or any Company formed by the union of the said Company with any other, then the Corporate name of the Company, formed by such union shall be "The Grand Trunk Railway Company of "Canada," and the Directors of the Company so formed, shall have the rights of voting by proxy, and other the rights and powers vested in the Directors of The Grand Trunk Railway Company of Canada, by the Act incorporating the same, and the number of the Directors of the Company formed by such union shall be eighteen, twelve of whom shall be elected by the Shareholders, and six appointed by the Governor of the Province of Canada, unless and until such Company shall renounce the benefit of the Provincial guarantee, in which case the number of Directors shall be reduced to twelve, by the retirement of the Directors appointed by the Governor, and if there shall be at any time of such union, Directors of more than one of the Companies forming the same, who have been appointed by the Governor, of Canada, then such of the said Directors as the Governor shall designate, shall retire from office so as to reduce the number of Government Directors to six, and the Directors elected by the

59 The number of Directors of the amalgamated Grand Trunk Railway Company, to be 18-12 to be elected by the Shareholders and 6 appointed by the Governor.

60 If the Company renounce the benefit of the Government guarantee the number of Directors to be only 12, elected by the Shareholders.

Shareholders of each of the united Companies, who shall remain in office until others shall be elected in their stead, shall be determined according to agreement made by the said Companies under the Provincial Act first therein cited and extended. AND whereas, by another Act of the Provincial Legislature of Canada, passed in the sixteenth year of Her present Majesty, entituled, "An Act to provide for the construction of a general Railway "Bridge over the River Saint Lawrence, at or in the vicinity of "the City of Montreal," it is provided, that The Grand Trunk Railway Company of Canada, or any Company which shall be formed by the union of the said Company with any one or more Railway Companies, under the Act in that behalf, shall have full power and authority to construct a Railway Bridge to be called and known as the "Victoria Bridge," across the River Saint Lawrence, from some point in the City or Parish of Montreal, to some point in the Parish of Antoine de Longueuil, or in the Parish of Laprairie de la Magdeleine, and to construct on either side of the said River and within the said City, or any of the said Parishes, such Branch Railways, wharves, embankments, piers, stations, inclined plains and other works of any kind, as may be necessary for the convenient using of the said Bridge. AND it is thereby further provided, that it shall be lawful for the Directors of the Company, constructing the said Bridge, to increase the capital stock of the said Company, by such sum not exceeding the sum of one million five hundred thousand pounds sterling, as might be requisite for the constructing thereof. AND whereas, by an agreement made, the twenty-third day of March, in the year of our Lord one thousand eight hundred and fifty-three, between The Grand Trunk Railway Company of Canada, by the Honorable John Ross, duly authorised to act on their behalf, of the one part, and William Jackson and Samuel Morton Peto, Thomas Brassey, and Edward Ladd Betts, hereinafter called the Contractors, of the other part, subject to the passing of the Bill therein recited, being the act lastly hereinbefore recited, and subject also to the amalgamation of the several Companies being carried into effect, the Contractors agreed to make, build, construct and complete the said Tubular Bridge over the River St. Lawrence, at Montreal, with all works necessarily or properly appurtenant thereto, in accordance with the plans and sections and specifications thereunto annexed, and in case the payments thereinafter stipulated for, and duly and punctually made, to complete the said Bridge within the period or extended period therein mentioned. AND it is thereby further agreed, that, in consideration of one million, four hundred thousand pounds, to be increased to one million, five hundred thousand

61 Act 16, Vict. cap. 75, authorising the construction of a Railway Bridge over the Saint Lawrence at Montreal recited.

62 The Grand Trunk Railway Company of Canada, may construct such Bridge.

63 To be called the "Victoria Bridge."

64 Capital stock of the Company constructing such Bridge to be increased £1,500,000 Sterling.

65 Contract, dated 23rd March, 1853, with Jackson, Peto, Brassey and Betts for construction of the Bridge

66 Price for a Tubular Bridge to be £1,400,000 sterling, to be increased if necessary to £1,500,000 sterling

pounds on the contingencies therein mentioned, the Contractors undertake all risks and contingencies and that such Contract sum shall be paid to the Contractors by The Grand Trunk Railway Company, in cash, on the monthly certificates of the Engineer. AND whereas, only a small proportion of the shares in The Grand Trunk Railway Company, The Grand Trunk Railway Company of Canada East and The Grand Junction Railroad Company, have been issued. AND whereas, the amount of Government Bonds unissued in respect of The Grand Trunk Railway Company, The Grand Trunk Railway Company of Canada East, the Quebec and Richmond Railway Company, and the Saint Lawrence and Atlantic Railway Company, is one million, eight hundred and eleven thousand, five hundred pounds. AND whereas, the amalgamation of all the Companies whose Railways intersect or join the Main Trunk Railway through the province, is highly desirable with a view to economical and efficient management, by one body, and such amalgamation would be very beneficial to the public, and also the several Shareholders in each of the separate Companies, and such amalgamation has been agreed upon, between the Directors of the several Companies upon the terms and conditions hereinafter contained. NOW THESE PRESENTS WITNESS, that each of the said several Companies of the second, third, fourth, fifth, and sixth part, doth hereby subject to the approval of the Shareholders, in accordance with the provisions of the Act of Parliament hereinbefore recited, covenant and declare, with and to the said Company, parties hereto of the first part, and the said Company, parties hereto of the first part, doth hereby, subject as aforesaid, covenant and declare, with and to each of the said Companies, parties hereto of the second, third, fourth, fifth and sixth parts, as follows, that is to say:—

67 Amount of Provincial Bonds to be issued to the Companies forming the amalgamated Grand Trunk Railway Company of Canada, is £1,811,500 stg.

68 The amalgamation of the Companies intersecting or forming the Main Trunk Line of Railway through the Province is desirable.

69 From 1st July, 1853, the undermentioned Railway Companies agree to unite and amalgamate into one Railway Company, to be called *The Grand Trunk Railway Company of Canada*, viz; The Grand Trunk R W Co. of Canada, The Grand Trunk R. W. Co. of Canada East, The Quebec & Richmond R. R. Co., The St. Lawrence and Atlantic R. R. Co., The Toronto and Guelph Railway Co., The Grand Junction Railway Company.

FROM and after the first day of July, One thousand eight hundred and fifty-three, The Grand Trunk Railway Company of Canada East, the Quebecand Richmond Railway Company, the St. Lawrence and Atlantic Railway Company, The Grand Junction Railway Company, and the Toronto and Guelph Railway Company, shall be united with, and incorporated into The Grand Trunk Railway Company, and shall, together, form one Company, to be called "*The Grand Trunk Railway Company of Canada*," and the undertakings of the said several Companies shall be united into one undertaking, to be called "The Grand Trunk Railway of Canada," subject to the provisions of the hereinbefore recited Acts of Parliament, and to the assent of the Shareholders of the several Companies, as required by the hereinbefore recited Act to authorize the union of Companies on the Grand

Trunk Line. IN the United Undertaking, is also to be included, the construction and maintenance of an Iron Tubular Bridge over the Saint Lawrence at Montreal, as projected by the Grand Trunk Railway Company, under the provisions of the Act and the contract hereinbefore recited.

70 The united undertaking to comprise the construction and maintenance of the Victoria Bridge.

2. THE several clauses of the "Railway clauses consolidation "Act," with such modifications, however, as regards "Plans and "Surveys," and "general provisions," as are contained in the several special Acts of the different Companies, shall apply to the amalgamated Company, and to the Directors and Shareholders thereof, as fully as if the same were herein repeated, except such of the clauses thereof as are inconsistent with the express provisions hereinafter contained.

71 The Railway clauses consolidation Act, to apply to the amalgamated Company.

3. THE Capital of the united Company will consist of the aggregate amount of the respective Capitals, which the several Companies forming such union, may have raised or have been entitled to raise, under the authority of the several Acts of Parliament relating to such Companies respectively, together with such increase of such aggregate Capital as may from time to time be made, under the provisions of the "Railway Clauses "Consolidation Act."

72 The capital of the United Company to consist of the aggregate of the capital of the Companies forming it.

4. THE Stock or Shares of the Quebec and Richmond Railway Company, shall become stock or shares of the same nominal amount in the Capital of the United Company, and shall rank on the Register of the United Company, as stock or shares upon which so much is paid as shall, at the time of the amalgamation, have been actually paid thereon.

73 The stock of the Quebec & Richmond Railway Company, to rank as stock of the United Company, with so much paid on it.

5. THE Stock or Shares of the Saint Lawrence and Atlantic Company shall (subject to such equalization as may be necessary for the conversion thereof from currency to sterling money) become stock or shares of the same nominal amount, in the Capital of the United Company, and shall rank on the register of the United Company, as stock or shares upon which so much is paid as shall at the time of the amalgamation have been actually paid thereon, and in addition, the United Company shall take upon itself as part of the liabilities and obligations of the United Company, the sum of seventy-five thousand pounds, being the estimated amount of the arrears of interest due to the Shareholders of the Saint Lawrence and Atlantic Company, and with which sum the arrears will be fully discharged.

74 The stock of the St. Lawrence & Atlantic Railway Company, to rank as stock of the United Company with so much paid on it.

75 £75,000 sterling, to be paid to the stockholders of the Saint Lawrence & Atlantic Railroad Company, for arrears of interest

76 The stock of the Toronto and Guelph Railway Company, to rank as stock in the united Company with so much paid on it.

6. SO much of the stock or shares of the Toronto and Guelph Railway Company, as have already been issued, shall also (subject to such eqnilization as shall be necessary for conversion from Currency to Sterling money,) become stock or shares of the same nominal amount in the Capital of the united Company, and shall rank on the Register of the United Company, as stock or shares upon which so much is paid as shall at the time of the amalgamation have been actually paid thereon, and in addition thereto, the United Company, shall take upon itself as part of the liabilities and obligations of the United Company, the sum of Two thousand pounds, as arrears of interest to the Shareholders in the Toronto and Guelph Railway Company.

77 £2000 sterling to be paid to the stockholders of the Toronto and Guelph Railway Company.

78 The stock of the remaining Companies, to rank as stock in the United Company.

7. THE Stock or shares of the remaining Companies, together with the unissued capital of the three Companies last before mentioned, and any additional capital which any of the Companies may have authority to raise, shall (subject to the equalization of such portion as is Currency, into Sterling money) rank as stock or shares of the same nominal amount in the United Company, and be disposed of as part of such stock or shares.

79 Unissued Provincial Debentures belonging to any of the Companies, to become the property of the United Company.

8. ALL Provincial Debentures which at the time of the effecting of the said amalgamation, shall be held by any or either of the said Companies, and not issued to the Public, shall become the Property of the United Company, and shall be held at the disposal of such Company.

9. THE united capital shall be applied to the general purposes of the united undertaking.

80 The United Company to create stock to the amount of £4,864,800 sterling in shares of £25 sterling, each.

10. THE United Company shall forthwith create stock or shares to the aggregate amount of Four millions eight hundred and sixty-four thousand, eight hundred pounds sterling, in shares of twenty-five pounds each.

81 The United Company shall create "convertible" Debentures, to the extent of £1,811,000 stg., to be hereafter exchanged for Provincial Debentures.

11. THE United Company shall also create Debentures hereinafter called "Convertible Debentures" to any aggregate amount, not exceeding One million, eight hundred and eleven thousand five hundred pounds sterling, in sums of One hundred pounds each, payable at twenty years, in London, bearing interest at six per cent, per annum, payable half-yearly, in London, such Debentures to be exchangeable by the holders thereof, for Bonds of the Provincial Government of Canada, payable at the same period and place, and bearing a like interest, such exchange to be effected at such time or times, and in such manner as the Directors may direct, after the successive issues of such bonds of the Government.

82 Debentures to be called "Company's Debentures," to be created to the amount of £2,097,000 sterling convertible into stock on or before 1st January, 1863.

12. The United Company shall also create Debentures, hereinafter called "Company's Debentures," to an aggregate amount, not exceeding Two millions and ninety thousand, seven hundred pounds sterling, in sums of one hundred pounds each, payable at twenty-five years, in London, bearing interest at the rate of six per cent per annum, payable half-yearly in London, such debentures to be convertible at the option of the holders in stock of the Company, at Par, on or before the first day of January, one thousand eight hundred and sixty-three.

83 Of Company's Debentures the sum of £279,200 stg., are of the stock, the sum of £558,400 sterling, shall be reserved for certain share and bondholders.

13. OF the last mentioned Debentures, there shall be reserved, Debentures to the amount of Two hundred and seventy-nine thousand two hundred pounds sterling, and of the above mentioned stock or shares, there shall be reserved stock or shares to the amount of five hnndred and fifty-eight thousand four hundred pounds sterling, which shall be assigned in the proportion of two hundred pounds of stock, for each one hundred pounds of Debentures, to and among the undermentioned parties, as follows:

To the Shareholders of the Quebec and Richmond Railway, Company, - - - - - - £405,000 0s. 0d.

To the shareholders in the St. Lawrence and Atlantic Railway Company, - - - - - - £262,600 0s. 0d.

To the Bondholders of the Ontario and Simcoe Railway Company, - - - - - - - £170,000 0s. 0d.

84 Parties entitled to such debentures and stock, to signify their acceptance within 21 days from notification.

The several parties in whose favor such reserve is made, shall intimate their acceptance within twenty-one days from the notification by the United Company, that such shares and bonds are at their disposal, and in default of acceptance, the same shall be at the disposal of the Directors, who may dispose thereof in such manner as they think fit.

85 27,336 shares to be issued in exchange for Quebec and Richmond, St. Lawrence and Atlantic Shares, and Toronto and Guelph shares.

14. OF the remaining stock, twenty-seven thousand, three hundred and thirty-six shares, or such number not exceeding that quantity, as shall be required, having regard to the conversion from currency to sterling, shall be issued in exchange, for the existing stock already issued by the Quebec and Richmond Company, the Saint Lawrence and Atlantic, and Toronto and Guelph Companies.

86 Apportionment of remaining stock, viz: 144,920 shares, equal to £3,623,000 stg.

15. THE residue of the stock and shares, amounting to the sum of three million, six hundred and twenty-three thousand pounds, divided into one hundred and fifty-four thousand nine hundred and twenty shares, of twenty-five pounds each, shall be

so apportioned that to every holder of two hundred pounds stock or shares, there shall be appropriated and issued a "Convertible "Debenture," for one hundred pounds, and a "Company's De- "benture" of one hundred pounds, bearing interest, and payable respectively, as before mentioned.

87 Existing shareholders in certain Companies entitled to shares in the United Company.

16. EVERY existing shareholder in the Grand Trunk Railway Company, the Grand Trunk Railway Company of Canada East, and the Grand Junction Railway Company, shall be entitled to one of such one hundred and forty-four thousand, nine hundred and twenty shares of the United Company in respect of each share, which he holds in any of the last mentioned Railway Companies, and also, to the same proportion of Debentures as is provided by the last clause.

88 The shares may be issued in Canada or elsewhere.

17. THE shares and stock may be subscribed for and issued in Canada or elsewhere, either altogether, or from time to time, in such amounts as may be deemed advisable, and with such option to the subscribers for shares, to take all or any part of the unissued shares or stock or Debentures, as may be thought expedient, subject however, to the foregoing limitations and reservations.

89 Directors to have power to make arrangements for the issue of shares and Debentures, in England or elsewhere.

18. THE Directors may from time to time, subject, however, to the foregoing limitations and reservations, make such arrangements for the issue of shares or stock, or Debentures, to be subscribed for in Canada, or elsewhere, either for the present or for any additional capital which they may be authorized to raise, as to such Directors shall seem fit, and for payment in England, of the

90 And also for the payment of Dividends or Interest.

Dividends and interest on the shares and Debentures, at such

91 And for the appointment of an agent or agents, &c.

place or places, as such Directors shall from time to time determine; and they may from time to time appoint an agent or agents of the Company, in England, or elsewhere, and may delegate to such agent or agents, such powers as the Directors shall from time to time think fit, and they may make such rules and regulations, as to the issuing of such shares and Debentures, as to the mode, time, and place of transfer of such shares and Debentures, and as to the mode, time, and place of payment of the calls upon such shares and instalments upon such Debentures, and of the dividends or interest thereon, as shall be deemed requisite or beneficial, but no call after the first allotment, shall

92 No call after first allotment to exceed £2 10s. on each share and 10 per cent on each debenture, such calls to be at intervals of not less than 4 months.

exceed two pounds ten shillings per twenty-five pound share, or ten per cent on each Debenture, with intervals of not less than four months between each call.

93 A new Register of shareholders to be made and arrangements to be made for the exchange of certificates.

19. AS soon as conveniently may be, having regard to the different amounts paid on the shares in the different Companies, and to the necessity of equalizing the capital, by conversion of currency into sterling, a new register of shareholders shall be made, containing entries of the several amounts, and numbers of shares or stock to which the several shareholders of the United Company are entitled, and arrangements shall be made for the exchange of the certificates of the shares in each of the separate Companies, for certificates of shares in the United Company.

94 The Directors may enforce the payment of calls.

20. THE Directors shall have the same rights and remedies for obtaining and enforcing the payment of calls on the shareholders in each of the separate Companies, as the Directors of each separate Company would have had, in case the amalgamation had not taken place.

95 The profits of the United Company, to be available for Dividend.

21. THE profits of the United Company available for dividend, shall be divided among the several proprietors of stock and shares in the United Capital, rateably according to the nominal amount of their respective stock and shares.

96 Six of the Directors shall be resident in England.

22. THE number of Directors, of the United Company as fixed by the Act, being eighteen, of whom, six are to be appointed by the Government and the remainder by the Company, six of the Board at least shall be persons resident in England, and the remainder in Canada.

97 Six Directors shall be a quorum; Directors may vote by proxy.

23. SIX shall be a quorum of Directors, of whom not less than three shall be Government Directors, and at least two shall be English Directors, present in person or by proxy, and any Director may vote by proxy at any board meeting, such proxies being themselves Directors, but no Director shall act as proxy for more than three other Directors.

98 Names of the first Directors.

24. THE following persons shall be the first Directors, namely, Thomas Baring and George Carr Glyn, of London, Esquires, The Honorable Etienne Paschal Taché, The Honorable James Morris, The Honorable Malcolm Cameron, and The Honorable René Edward Caron, all of Quebec, appointed by the Governor of Canada, in Council, and Henry Wollaston Blake, Robert McCalmont, Kirkman Daniel Hodgson, and William Thompson, of London, Esquires, and The Honorable John Ross of Brockville, The Honorable Francis Hincks, of Quebec, The Honorable Peter McGill, of Montreal, George Crawford of Brockville, Benjamin Holmes, of Montreal, William Hamilton Ponton, of Belleville, William Rhodes, of Quebec, and E. F. Whittemore, of Toronto, Esquires, shareholders, elective Directors.

99 Qualification of elective Directors to be 25 shares each, Government Directors not required to hold stock.

25. THE stock qualification of shareholders, to be elected Directors of the United Company, shall be twenty-five shares of twenty-five pounds sterling each, in the United Stock, but any person may be appointed a Director by the Governor, whether he be so qualified or not, or whether he be or be not a shareholder.

100 Retirement of Directors.

26. OF the elective Directors, one third to be determined by ballot among themselves, unless they shall otherwise agree, shall go out of office at the meeting hereinafter referred to, as the period at which the first election of new Directors is to take place, and at the next ordinary general meeting, which shall be held next after the first day of January following, one half of the remaining number of such elective Directors, to be determined in like manner, shall go out of office, and at the next ordinary general meeting, which shall be held after the 1st day of January, then following, the remainder of such elective Directors shall go out of office, and in each instance, the places of the retiring elective Directors, shall be supplied by an equal number of qualified shareholders; and at the ordinary general meeting held next after the first day of January, in each succeeding year, one third of the elective Directors, being those who have been longest in office, shall go out of office, and their places shall be supplied in like manner; nevertheless, every Director so retiring from office, may be re-elected immediately, or at any future time, and after such re-election shall, with reference to going out by rotation, be considered as new Director, and if, in consequence of any increase or decrease in the number of Directors, the number of elective Directors shall be some number not divisible by three, the Directors shall determine what number, as nearly one third as may be, shall go out of office, so that the whole number of elective Directors shall go out of office in three years, provided that no such going out of office by rotation hereinbefore mentioned, shall have effect, unless the shareholders at such meeting as before mentioned, shall proceed to fill up, and shall fill up the vacancies then occuring.

101 First Ordinary General Meeting of shareholders.

27. THE first ordinary general meeting of the shareholders in the United Company shall be held at such time and place in the Province of Canada, as the Directors may appoint, PROVIDED

102 Notice of Meetings to be published for one month.

that public notice thereof be given, during one month, in the Canada Gazette, and in at least one other paper, published in each of the Cities of Toronto, Kingston, Montreal and Quebec, and at such first general meeting, the shareholders present in person or by proxy, and qualified to vote, shall determine the period at which the first election of new Directors shall take place, and the time or times when the yearly or half-yearly general meetings of the Company shall take place.

103 Votes to be equal to the number of shares held.

28. THE number of votes to which each shareholder in the united undertaking shall be entitled, on every occasion when the votes of the shareholders of the Company are to be given, shall be equal to the number of twenty-five pound shares held by such shareholder, and in case such shareholder is a holder of shares which have not been converted into twenty-five pound shares of the United Company, then the number of votes to which each such shareholder shall be entitled, in respect of such unconverted shares, shall be as nearly as may be, equal to the number which such shareholder would have had, if such shares had been converted into twenty-five pound shares.

104 Appointment of three Auditors.

29. THE Shareholders at the first ordinary General Meeting, shall appoint three Auditors, being shareholders, to audit all accounts of money laid out and disbursed on account of the united undertaking, and at each General Meeting at which Directors shall go out of office, one of such auditors (to be determined in the first and second instance by ballot between themselves, unless they shall otherwise agree, and afterwards by seniority,) shall go out of office, and the shareholders shall elect an auditor to supply the place of the auditor retiring from office; and every auditor elected as hereinbefore provided, being neither removed nor disqualified, nor having resigned, shall continue an auditor until another be elected in his stead; and any auditor going out of office shall be immediately re-eligible, and after any re-election, shall, with respect to going out of office by rotation, be deemed a new auditor; and the auditors from time to time in office shall examine and report upon the accounts of the Company, for the year which shall elapse during their period of office, and shall have all necessary powers and facilities for that purpose.

105 Directors may make By-laws.

30. THE Directors of the United Company may from time to time make By-laws for the management and disposition of the stock property and business affairs of the United Company, not inconsistent with the laws of Canada, and for the appointment of all officers, servants and artificers, and prescribing their respective duties.

106 The provisions of the several contracts with Jackson & Co., and Gzowski & Co., to be modified and new contracts to be entered into.

31. THE provisions of the several hereinbefore recited agreements, by the separate Companies, with Messrs. Jackson, Peto, Brassey and Betts, hereinafter called the Contractors, and with Messrs. Gzowski and Company, hereinafter called the Canadian Contractors, are to be modified, and a new contract or new contracts entered into with the amalgamated Company, upon the terms and to the effect contained in the Draft of such contract,

hereunto annexed, by way of schedule, the adoption by the amalgamated Company of such new contract, being an essential condition of such amalgamation.

107 The United Company to pay Interest on shares & debentures, from date of amalgamation to the final completion of the Road.

32. THE United Company shall bear and pay the interest payable on the Debentures and shares or stock of the Company, that is to say, at the rate of Six per cent. per annum, upon the amount from time to time actually paid up from the date of the amalgamation, until the final completion of all the works comprised in the said recited agreements, and if the Fund derived from the payment of interest by the Contractors during construction, as provided in the said contract hereto annexed, and from the net earnings of the different Railways included in the amalgamation, as successively opened for traffic, shall, in any half-year exceed the amount required for payment of such interest, the excess shall be held in reserve, and if such fund shall in any half-year be insufficient for such payment of interest in full, the deficiency shall be made good out of such reserve, or, if necessary, out of Capital, and if made good out of Capital, the amount so advanced shall be repaid out of any future reserve, until final completion, as aforesaid.

108 The expenses of the Engineer and staff of the Victoria Bridge, to be borne by the Company.

33. The entire charges of the Engineers and Staff, in relation to the construction of the Tubular Bridge, hereinbefore mentioned, shall also be borne by, and paid out of the funds of the United Company.

109 An Act to be applied for if necessary, to confirm the provisions of this agreement, and for sundry and other purposes.

34. APPLICATION shall, if required, or considered expedient by the United Board, be made to the Provincial Parliament, in the next Session, for an act to confirm the amalgamation intended to be effected by this deed, and to confirm and legalise such of the provisions herein contained as to the legality whereof any doubts may be entertained, and to authorize an increase to be made in capital of the United Company, and in such act, a clause shall be inserted to authorize the Company from time to time to increase or to reduce the number of the Directors, and to determine the order of such increased or reduced number, and what number shall be a quorum, PROVIDED, that the relative proportions of English and Government Directors shall not be altered, and all such other clauses with relation to the holding of General meetings, and the times of declaring dividends, or the like, as the Directors of the United Company shall think expedient.

110 If the agreement is not ratified by all the Companies it shall enure as to such of the Companies as shall ratify it.

35. THAT in case this agreement be not ratified and confirmed by the requisite proportion of Shareholders in each of the separate Companies, it shall nevertheless enure as to such of the Companies which do ratify the same, provided the Shareholders in

three at least of the several Companies, determine to ratify the same. AND Whereas, the Atlantic and St. Lawrence Railway Company, was incorporated by an act of the Senate and House of Representatives of Maine, in the United States, for the purpose of locating, constructing and finally completing, altering and keeping in repair, a Railroad from some point or place in the City of Portland, through the counties of Cumberland and Oxford, and if deemed advisable, through the south westerly corner of Franklin, to the boundary line of the said State of Maine, and from thence through the States of New Hampshire and Vermont, to such place as would best connect with a Railroad to be constructed from such boundary to Montreal, in Canada. AND whereas, the said Atlantic and Saint Lawrence Railway Company, hereinafter called the Atlantic and Saint Lawrence Company, have granted a lease of one portion or section of their said Railway, being that from Island Pond, in the State of Vermont, to the boundary line of Canada, in perpetuity to Trustees, on behalf of the Saint Lawrence and Atlantic Railway Company. AND whereas, the said Company have constructed the other portion of their said Railway, being that from the City of Portland to Island Pond aforesaid, in accordance with the said Act, together with all the works aud apurtenances thereof, and have opened the same for Public Traffic. AND whereas, for this purpose, the said Atlantic and Saint Lawrence Company have called upon their shares, a capital of one million seven hundred thousand dollars, and have also borrowed on bonds or debentures of the Company, a further sum of three million dollars. AND whereas, it has been agreed, that, the United Company shall have and take a lease of the said portion or section of the said Atlantic and Saint Lawrence Railway, from Portland to Island Pond, above mentioned, being a distance of about one hundred and forty-eight miles, for a term of nine hundred and ninety-nine years from the date of the amalgamation of the said Canadian Railway Companies, and by agreement, dated the twenty-third March, one thousand eight hundred and fifty-three, between Alexander Tilloch Galt, as agent, duly authorized to act on behalf of the said Atlantic and Saint Lawrence Railway Company, of the one part, and William Jackson, and The Honorable John Ross, of the other part, it is provided that, subject to the carrying into effect of such amalgamation, and also, subject to the assent of the shareholders of and in both the said Companies, the said Atlantic and Saint Lawrence Company shall and will grant, and the said Grand Trunk Railway Company, will accept a Lease of the aforesaid portion or section of the Atlantic and Saint Lawrence Railway, from Portland to Island Pond, together with all and singular the

111 Incorporation of the Atlantic and Saint Lawrence Railroad Company.

112 Capital of the Atlantic and St. Lawrence Railroad Company, $1,700,000 in shares, $3,000,000, in Bonds

113 Recital of the lease entered into by the Hon. John Ross, and William Jackson, on the part of the United Company, with the Atlantic and Saint Lawrence Railroad Company for a term of 999 years.

stations, warehouses, bridges, culverts and other works, forming part of, or necessarily, or properly appurtenant to the said Railway, and all the Wharves belonging to the said Atlantic and Saint Lawrence Company, adjoining to, or connected with the said portion and section of the said Railway, and all the fixed and overable plant, rolling stock and stores of the said Atlantic and Saint Lawrence Company, and all vacant land to which the said Atlantic and St. Lawrence Company are entitled, as Lessees, assignees of lessees or otherwise, and all and singular the shore rights, water rights and Harbor privileges, belonging to, or vested in the said Atlantic and St. Lawrence Company, and all other the rights, privileges advantagements, easements and appurtenances which they the said Atlantic and Saint Lawrence Company now possess, and all the tolls, rates, fares, rents and income, which, under their Act of Incorporation, the said Atlantic and Saint Lawrence Company are, or at any time hereafter may be entitled to receive and take, and all the debts, credits, engagements, liabilities and benefits of the said Atlantic and Saint Lawrence Company, from the first day of July next ensuing, or such other day as may hereafter be agreed, for and during the full term of nine hundred and ninety-nine years from thence next ensuing, and by such agreement it is provided, that there shall be reserved and payable upon such Lease to the Atlantic and Saint Lawrence Company, a yearly sum or rent equal to interest at the rate of six pounds per cent, per annum, upon the share and stock capital of the said Atlantic and Saint Lawrence Company, so called up, being the said sum of One million, seven hundred thousand dollars, and to the total amount of interest payable by the Atlantic and Saint Lawrence Company, on all capital already borrowed by them on Debentures or Bonds, or otherwise, being the said sum of three million dollars, free of all deductions whatsoever, such annual sum or rent, being payable by equal half-yearly instalments, on the first day of January, and the first day of July, in each year, the payment of such rent to be made in the City of Portland, in the State of Maine, and the first of such payments to be made on such of the said days as shall happen first after the day of the date of the lease, to be hereafter executed, in pursuance of the now reciting agreement, but rateably according to the number of days which shall have elapsed from the day appointed for the commencement of the said lease, up to such first day of reservation; and it is thereby also provided, that upon the execution of the said intended lease, the said Grand Trunk Railway Company shall and will assume to take upon themselves, and guarantee and indemnify the said Atlantic and St. Lawrence Company, against all mortgages of the said Atlantic and Saint Lawrence Company

and all the provisions as to the creation of a sinking fund, and all other the liabilities and engagements of the said Atlantic and Saint Lawrence Company, to which they may then be subject, so far as the same are in accordance with the provisions of their Act of incorporation, in so much that the yearly rent payable to the said Atlantic and Saint Lawrence Company, may be applicable by them to dividends, without any deduction whatsoever, except for expenses of management; and it is thereby also provided, that the now reciting agreement is not to affect or alter the constitution of the said Atlantic and Saint Lawrence Company, or their engagements, or obligations contracted towards the State of Maine, and is to be provisional on the part of the shareholders of the said Company. AND whereas, the said agreement was entered into by the said William Jackson and John Ross, as Trustees, on behalf of the Grand Trunk Railway Company, and with a view to an assignment of such lease to the Grand Trunk Railway Company, or to the United Company. NOW THESE PRESENTS FURTHER WITNESS, and it is hereby further covenanted, declared and agreed, by and between all the Companies, parties to these presents, and the said William Jackson and John Ross, for themselves, their heirs, executors and administrators, that the said agreement so entered into by the said William Jackson and John Ross, with the Atlantic and Saint Lawrence Railway Company, shall be carried out and completed for the benefit of the United Company, and such lease when obtained, shall be transferred to, or held on behalf of or for the benefit of the United Company, and that all the obligations and liabilities incurred by such agreement and by the lease to be granted in pursuance thereof, shall be borne and paid by the United Company.

THE SCHEDULE

BEFORE REFERRED TO.

AN agreement made the day of in the year of our Lord one thousand eight hundred and fifty-three, between the Grand Trunk Railway Company of Canada, incorporated in accordance with the provisions of an act passed by the Provincial Legislature of of Canada, in the year one thousand eight hundred and fifty-two, intituled, "An Act to empower any Railway Company, whose railway forms part of the Main Trunk Line of Railway through this Province, to unite with any other such Company, or to purchase the property and rights of any such Company, and to repeal certain acts therein mentioned, incorporating Railway Companies," and of another act of the Provincial Legislature of Canada, passed in the present year, intituled, "An Act to extend the provisions of the Railway Companies Union Act, to Companies "whose Railways intersect the Main Trunk Line, or touch places which the said line also touches," of the first part, William Jackson, of Birkenhead, and Samuel Morton Peto, Thomas Brassey and Edward Ladd Betts, all of London, Contractors, of the second part, and Casimir Stanislaus Gzowski, of the City of Montreal, Civil Engineer, David Lewis McPherson, and Luther Hamilton Holton, both of Montreal aforesaid, Merchants, and Alexander Tilloch Galt, of the Town of Sherbrooke, in Canada, Esquire, of the third part.

WHEREAS, a Railway Company called the Grand Trunk Railway Company of Canada, was incorporated by an act of the said Provincial Legislature, passed in the sixteenth year of the Reign of Her Present Majesty, intituled, "An Act to incorporate the Grand Trunk Railway of Canada, for the purpose (amongst other things,) of making and maintaining a Railway from Toronto, through the towns of Port Hope, Cobourg, and Belleville, to the City of Kingston, and from the said City of Kingston, through the towns of Brockville and Prescott, to a point in the Eastern boundary line, of the Township of Osnabruck, thence to St. Raphaels, and thence to the River Ottawa, and across the said river to a point between the Lake of Two Mountains and the Village of St. Anns, and thence to the City of Montreal.

AND whereas, the Grand Trunk Railway Company of Canada East, was incorporated for the purpose (amongst other things,) of making and maintaining a Railway from some point on the Quebec and Richmond Railway, (hereinafter mentioned,) opposite or nearly opposite to Quebec, on the south shore of the Saint Lawrence, to Trois Pistoles. AND whereas, the Quebec and Richmond Railroad Company were incorporated for the purpose (amongst other things,) of making and maintaining a Railway from Hadlow Cove, in the Parish of Notre Dame de la Victoire, near Quebec, to Richmond, in the District of Saint Francis, in Lower Canada. AND whereas, the Grand Junction Railroad Company, were incorporated for the purpose (amongst other things,) of laying out, making, constructing and finishing a Railway on and over any part of the country lying between Belleville and Peterborough. AND whereas, the Toronto and Guelph Railway Company were incorporated for the purpose of making and maintaining a Railway from Toronto to Guelph, and were afterwards authorized to extend and continue their Railway to the Port of Sarnia. AND whereas, the Saint Lawrence and Atlantic Railway Company were incorporated for the purpose (amongst other things,) of making and maintaining a Railway from the River Saint Lawrence, opposite the City of Montreal, to a junction with the Atlantic and Saint Lawrence Railway, at or near the boundary of the State of Maine, in the United States, and they have constructed the said Railway accordingly. AND whereas, all the said Companies are now amalgamated into the said Grand Trunk Railway Company of Canada, party hereto, uuder the authority of the said Act, and by the assent of General Meetings of the said Companies respectively, with such majority of votes thereat respectively, as is by the said act required. AND whereas, the last mentioned Grand Trunk Railway Company of Canada, (hereinafter called "the Amalgamated Company,") now, or shortly will be the Lessees of the said Atlantic and Saint Lawrence Railway. AND whereas on the fourteenth day of December, in the year of our Lord one thousand eight hundred and fifty-two, and previously to such amalgamation, an agreement was entered into between the said first incorporated Grand Trunk Railway Company of Canada, and the parties hereto, of the second part, and on the twenty-third day of March, in the year of our Lord one thousand eight hundred and fifty-three, and also previously to such amalgamation, another agreement was entered into between the said parties, in some degree modifying and varying the first agreement, and by the said agreements respectively, the said parties hereto of the second part, (hereinafter called "The English Contractors,") undertook to construct and complete the line of Railway above men-

114 Contracts with Jackson and Co. for the construction of the Grand Trunk Railway of Canada, dated 14th December, 1852, and 23rd March, 1853.

tioned, of the said Company, and to equip the same with Rolling Stock for the gross sum of three million pounds Sterling, and it was thereby agreed (amongst other things,) that of the said sum of three million pounds, one million and thirty-five thousand pounds, should be paid in Canadian Provincial Debentures guaranteed by the Government of the Province of Canada, of such description as was specified in the Act of Incorporation of the said Company, nine hundred and eighty-two thousand five hundred pounds, in Debentures of the Company, having twenty-five years to run, and of the description specified in the said agreement, and nine hundred and eighty-two thousand five hundred pounds, in shares or stock of the said Company, with certain special clauses and provisions, as to the mode of making such payments respectively, that out of the fund to be provided as therein mentioned, for payment of the English Contractors, a sum of forty thousand pounds should be set apart for payment of the expenses of the Company, until the said Railway should be ready to be opened for traffic, that the English Contractors should pay the interest on the said Provincial Debentures, and also upon all debentures and stock applied or appropriated to the payment of the contract sum, and sold or transferred, by order of the English Contractors, until the said Railway should be ready to be opened for traffic, and that the said agreements were to be subject to such modification as to the mode of payment and as to the nature of the securities, in and by which payment was to be made to the English Contractors, and as to the interim investment of such funds as might become necessary or expedient in case of the union or amalgamation of any other Railway Company or Companies, with the said first incorporated Grand Trunk Railway Company of Canada, so that the terms and conditions of the said agreements as to construction and equipment, and price, should be retained and preserved. AND whereas, also on the said twenty-third day of March, an agreement was entered into between the said Grand Trunk Railway Company of Canada East, and the parties hereto of the second part, whereby the said English Contractors undertook to construct and complete the above mentioned line of Railway of the said Company, and to equip the same with rolling stock for the gross sum of one million two hundred and twenty-four thousand pounds, and it was thereby agreed (amongst other things,) that of the said sum of one million two hundred and twenty-four thousand pounds, four hundred and fifty-nine thousand pounds should be paid in Canadian Provincial Debentures, of the description above mentioned, three hundred and eighty-two thousand five hundred pounds in Bonds or Debentures of the Company, of the description above mentioned,

115 Contract with Jackson & Co., for the construction of the Grand Trunk Railway of Canada East, dated, 23rd March, 1853.

and three hundred and eighty-two thousand five hundred pounds in Stock of the said Company, with certain special clauses and provisions as to the mode of making such payments, respectively; that out of the fund to be provided as therein mentioned for payment of the English Contractors, a sum of thirteen thousand pounds should be set apart for payment of the expenses of the said Company, until the said Railway shall be ready to be opened for traffic; that the English Contractors should pay the interest on the said Provincial Debentures, and also upon all Debentures and stock applied or appropriated to the payment of the said contract sum, and sold or transferred by order of the English Contractors, until the said Railway shall be ready to be opened for traffic, and the said Agreement should be subject to such modifications as to the mode of payment and as to the nature of the securities, in and by which payment was to be made to the Contractors, and as to the interim investment of such funds as might become necessary or expedient in case of the union or amalgamation of any other Railway Company or Companies, with the said Grand Trunk Railway Company of Canada East, so that the terms and conditions of this agreement, as to construction and equipment, should be retained and preserved. AND whereas, also, on the twenty-second day of October, in the year of our Lord one thousand eight hundred and fifty-two, an agreement was entered into before Notaries Public at Quebec, between the said William Jackson, acting for the said parties hereto of the second part, and the said Quebec and Richmond Railroad Company, whereby, the said English Contractors undertook to construct and complete the above mentioned line of Railway of the said Company, and to equip the same with rolling stock, for the sum of six hundred and fifty thousand pounds, upon the terms and conditions in such contract mentioned; and it was thereby agreed that, the gross contract sum so made up, should be paid, as follows, two hundred and fifty thousand pounds, in Canadian Provincial Debentures, of the description above specified, one hundred thousand pounds, in Bonds or Debentures of the said Company, or in money proceeding from the sale of such bonds or debentures; two hundred and five thousand pounds, by the proceeds of shares to that amount, allotted to persons in England, as and when the calls and instalments thereon should be respectively paid, that the balance (if any) remaining due, should be paid by the proceeds of shares subscribed for and taken in Canada, as and when the calls and instalments thereon should be respectively paid, and the further balance if any, in shares or stock of the Company with certain special clauses and provisions, as to the mode of making such payments, respectively, that the English

116
Contract with Jackson & Co., for the construction of the Quebec and Richmond Railroad, dated 22nd October, 1852.

Contractors should pay all the necessary expenses of the said Company, up to the time that the said Railway should be ready to be opened for traffic, and that the said English Contractors should pay the interest on the said Canadian Provincial Debentures, and on the said Debentures of the Company, to the said extent of one hundred thousand pounds as aforesaid, and also on the shares or stock subscribed for and taken in Canada, as aforesaid, and upon any shares or stock sold or transferred by them. AND whereas, also, on the said twenty-third day of March, in the year of our Lord, one thousand eight hundred and fifty-three, an agreement was entered into between the said Grand Junction Railroad Company, and the said parties hereto of the second part, whereby, the said English Contractors undertook to construct and complete a portion of the said Railway between Belleville and Peterborough, a distance of fifty-miles, and to equip the same with rolling stock for the gross sum of four hundred thousand pounds, and it was thereby agreed (amongst other things) that of the said sum of four hundred thousand pounds, one half was to be paid in bonds or Debentures of the Company, of the description above specified, and the remaining half in stock of the Company, that out of the fund to be provided as therein mentioned for payment of the English Contractors, a sum of four thousand pounds should be set apart for payment of the expenses of the said Company, until the said Railway should be ready to be opened for traffic; that the English Contractors should pay the interest upon all Debentures and stock applied or appropriated to the payment of the said contract sum, and sold or transferred by order of the English Contractors, until the said Railway should be opened for traffic, and that the said agreement should be subject to such modifications as the mode of payments, and as to the nature of the securities in and by which payment was to be made to them, and as to the interim investment of such funds, as might become necessary or expedient in case of the union or amalgamation of any other Railway Company or Companies, with the said Grand Junction Railroad Company, so that the terms and conditions of the said agreement, as to construction, payment and equipment, should be retained and preserved. AND whereas, also, on the twenty-fourth day of March, in the year of our Lord one thousand eight hundred and fifty-three, an agreement was entered into between the said Toronto and Guelph Railway Company and the parties hereto of the third part, (hereinafter designated as "The Canadian "Contractors,") conditional upon the said hereinbefore mentioned amalgamation taking place, whereby, the said Canadian Contractors undertook to construct and complete the above mentioned line of Railway of the said Company, and to equip the same with

117 Contract with Jackson & Co., for the construction of the Grand Junction Railway, dated 23rd March, 1853.

118 Contract with C. S. Gzowski & Co., for the construction of the Railway from Toronto to Sarnia. Dated 24th March, 1853.

rolling stock, for the gross sum of one million three hundred and seventy-six thousand pounds, and it was thereby agreed, (amongst other things,) that the said Contract sum should be paid in money in the manner therein specified, that a sum of thirteen thousand pounds should be set apart, for the expenses of the said Company, until the said Railway should be ready to be opened for traffic, that the said Canadian Contractors should pay the interest on all the Capital called up by the said Company, for the purpose of the said contract, until the said Railway should be ready to be opened for traffic, and that the said agreement should be subject to such modification as to the mode of payment, and as to the nature of the securities, in and by which payment was to be made, as might become necessary or expedient, upon such amalgamation being effected, but that the terms and conditions of the said agreement, as to the price and construction, and equipment, were to be retained and preserved. AND whereas, also, on the said twenty-third day of March, an agreement was entered into between the said first incorporated Grand Trunk Railway Company of Canada, and the said English Contractors, conditionally, upon the said amalgamation taking place, for the construction by the said English Contractors, of a Tubular Iron Bridge over the River Saint Lawrence at Montreal, for the sum of one million four hundred thousand pounds, subject to a certain increase as therein mentioned and it was thereby agreed, (amongst other things,) that the said Contract sum should be paid in cash, subject to certain special provisions, as to the mode of payment, and that the parties thereto should enter into all further deeds which might become necessary or expedient in consequence of such union or amalgamation, so that the general terms and conditions of the said agreement should be retained and preserved. AND whereas, it has in fact been found necessary or expedient, upon such amalgamation, to introduce the following modifications and alterations into the said contracts, *vedelicit*, that the parties hereto of the second and third part, shall be paid the said contract sums (all of which sums were calculated by the Contractors, as sterling and not currency,) respectively, in sterling money, in London, and not by Canadian Provincial Debentures, or Debentures or stock of the amalgamated Company, that in consideration of the English Contractors relinquishing the said Canadian Provincial Debentures, they shall be entitled to receive an addition of fifteen per cent upon the nominal amount of all sums which, under the said agreements, respectively, would have been paid in such Debentures, (the said fifteen per cent being the present premium upon the said Debentures,) that the parties of the second part, hereinafter called the English Contractors, shall, on the first day

119 Contract with Jackson & Co., for the construction of the Victoria Bridge. Dated 23rd March, 1853.

120 Certain modifications and alterations made in the several contracts before recited.

121 Contractors to be paid in sterling money, instead of Provincial Bonds, and to receive an increase of 15 per cent upon the amount of such Provincial Debentures.

122 English Contractors to take on 1st July, 1854, 24,153 shares, (called subsequently B. shares) £301,912 of convertible Debentures, £301,912 of Company's Debentures.

of July, one thousand eight hundred and fifty-four, subscribe for and take twenty-four thousand one hundred and fifty-three shares in the amalgamated undertaking, of the one hundred and forty-four thousand nine hundred and twenty-shares, referred to in the prospectus as offered to the Public, Debentures convertible into Government Debentures, to the extent of three hundred and one thousand nine hundred and twelve pounds, and Company's Debentures to the extent of three hundred and one thousand nine hundred and twelve pounds, that forty-eight thousand three hundred and seven shares of the one hundred and forty-four thousand nine hundred and twenty-shares, above mentioned Debentures, convertible into Government Debentures, to the extent of six hundred and three thousand eight hundred and thirty-eight pounds, and Company's Debentures to a like extent of six hundred and three thousand eight hundred and thirty-eight pounds, shall be retained by the Company with the option and privilege reserved to each holder of the seventy-two thousand four hundred and sixty-shares, now about to be issued, half of the one hundred and forty-four thousand nine hundred and twenty, above referred to, apply for and take in addition to the shares held by him, two-thirds of the number of shares held by him, and an equal amount in Debentures, one half in Debentures convertible into Provincial Government Debentures, and the other half in Debentures of the Company, so as such option be exercised before the first day of July, one thousand eight hundred and fifty-four, that so many of the shares and Debentures so retained by the Company, as shall not have been claimed and taken up by the actual shareholders so entitled to claim the same, respectively, under the privilege reserved to them, on or before the said first day of July, in the year of our Lord one thousand eight hundred and fifty-four, shall thereupon and forthwith after that day, be also subscribed for and taken by the English Contractors, that the parties hereto of the second and third part, shall provide the funds for the payment half-yearly, in London, of interest at the rate of six per cent per annum, on the amounts from time to time paid to them upon the certificates of the Engineer, under the several hereinbefore recited Contracts, and also on such additional sum, as the United Company may from time to time think it necessary to call up, for the purpose of providing for the current certificates and the expenditure of the Company, in reference to the Contracts any difference between the Contractors and the United Company, as to the amount to be kept in hand by the Company, for such purposes, to be settled by arbitration in manner hereinafter provided for, but as respects the Canadian Contractors, this obligation shall cease, when, and so soon as the Toronto and Guelph Railway, shall be opened throughout for traffic, to Sarnia.

123 The English Contractors shall also take the balance of B. shares, and Bonds not taken by the Stockholders on the 1st July, 1854, viz. 48,307 Shares, £603,838 Convertible Bonds, £603,838 Company's Bonds.

124 The Contractors to pay interest at the rate of 6 per cent, per annum on amount of capital called up to pay Engineer's certificate, &c. &c.

NOW THEREFORE, IT IS HEREBY AGREED AND DECLARED, by and between the parties hereto, as follows :—

125 The amalgamated Company bound by the preceding Contracts.

1. THE amalgamated Company, shall be bound by the clauses, covenants, stipulations and conditions of the said recited agreements, with the several Companies aforesaid, so far as the same are not directly or indirectly at variance or inconsistent with those of this agreement, and in all cases when there shall be any such variance or inconsistency, the clauses, covenants, stipulations and conditions of this agreement, shall be considered and taken as controlling, modifying and altering those of the said agreements respectively, and the clauses, covenants, stipulations and conditions, so at variance or inconsistent with this agreement, shall henceforth be wholly void and of no effect.

126 All payments to be made in sterling money.

2. THAT except, as hereinafter expressly provided, all payments to be made to the contractors on account of works, shall be made in sterling money, in London.

127 Contractors to have 15 per cent in addition, instead of Provincial Bonds.

3. That in respect of the amount or proportion of payments, which, under the provisions of any of the said agreements, would have to be made to the English Contractors, in Canadian Provincial Debentures, an addition of fifteen per cent shall be made to the nominal amount of each such payment, and shall be paid to the English Contractors at such times and periods, respectively, as under the provisions of the said agreements respectively relating thereto, such Debentures would have been deliverable to them.

128 In case of difficulty, Provincial Debentures to be received by the Contractors at Par.

PROVIDED, that, in case any difficulty should arise, as to the payment under any of the Contracts aforesaid, in Provincial Debentures, and in consideration thereof, the Contractors should accept and take such Debentures to any extent, instead of an equal nominal amount in cash, all such Debentures shall, if and when required by the amalgamated Company, be transferred to them at Par.

129 All the clauses in the preceding Contracts, relating to lodging of Shares and Debentures in the hands of Trustees &c., to be no longer in force.

4. THAT all the clauses and provisions in the said agreements, or either of them, relating to the creation of Debentures and stock by the respective Companies, with whom such agreements respectively, are made, and as to the registration of such stock in the names of the Contractors, and as to the handing over of Debentures and certificates of stock to the persons in such agreements, respectively named as trustees, and as to the sale, transfer or investment thereof, and as to the payment to be made to the Contractors by the said Trustees, out of the monies or securities in their hands, and generally, as to the powers and functions of such

Trustees, shall be no longer operative or in force, and the payments to be from time to time made to the Contractors, as provided in the said agreements, respectively, shall be made by the amalgamated Company directly to the Contractors, in sterling, in London, in such proportions and by such instalments, and upon such certificates respectively, as in the said agreements respectively specified.

130 Engineer to grant certificates for works done.

5. THAT all the provisions in the said agreements respectively, as to the granting of Certificates by the Engineer of the Company, and as to the principle on which such certificates are to be granted, and as to the neglect or refusal of such Engineer to certify, and as to the consequences of such neglect or refusal, shall be applicable "mutatis mutandis," to the payments to be made by the amalgamated Company to the Contractors, and to the Chief Engineer of such amalgamated Company.

131 Company may receive portions of the Railways when completed, if they judge proper so to do.

6. THAT the provisions in the several recited agreements, as to the accepting and working by the Company, of a portion or portions of any Railway, after the same shall have been completed and stocked, and as to the opening and working thereof, by the Contractors, in case the Company shall decline so to do, shall be applicable to the Railways comprised in the United undertaking, and to the United Company.

132 English Contractors to pay a sum of £57,000 for salaries, instead of the various sums mentioned in the Contracts.

7. THAT instead of the provisions in said the agreements respectively, as to the setting apart of specific sums for payment of salaries and expenses, and paying such salaries and expenses, there shall be taken from, and allowed out of the whole Contract monies to be paid to the English Contractors, the sum of fifty-seven thousand pounds, and out of the whole Contract monies to be paid to the Canadian Contractors, the sum of thirteen thousand pounds, which two sums, making together seventy thousand pounds, shall be applicable to the payment of salaries and expenses by the amalgamated Company, and the several payments as aforesaid, shall be made out of the monies payable in cash to the said Contractors, respectively, at the rate of one per cent of the amount so payable, until such deductions shall amount in whole, to fifty-seven thousand pounds, in the case of the English Contractors, and thirteen thousand pounds, in the case of the Canadian Contractors.

133 Canadian Contractors to pay £13,000 for salaries.

134 1 per cent to be deducted from the payments made to Contractors, to meet the sums set apart for salaries.

135 Any balance remaining of the sums set apart for salaries, at the completion of the Works, to be re-paid to the Contractors.

8. IF on the completion of the works, there shall be any portion of the said seventy thousand pounds in the hands of the said Company, not applied to, or owing for such salaries and expenses, as aforesaid, the surplus is to be paid over to the Contrac-

tors, in the ratio of fifty-seven seventieths to the English Contractors, and thirteen seventieths to the Canadian Contractors.

9. THAT the Amalgamated Company will make such calls upon the holders of shares or stock, and of Debentures respectively, as may be required for payment to the Contractors of the amounts from time to time certified in respect of works. And if they shall fail to do so, and shall not pay to the Contractors the amounts from time to time certified, within one month, after the date of the respective certificates, it shall be at the option of the Contractors to suspend the further progress of the works, until such payment shall be made, and the period of such suspension shall be added to the time allowed by the contract for completion.

136 The Company failing to pay the certificates the Contractors have the option of stopping the works.

10: THAT the English Contractors shall and will, on or before the first day of July, one thousand eight hundred and fifty-four, subscribe for, and take the before mentioned twenty-four thousand one hundred and fifty-three shares in the Capital Stock of the Amalgamated Company, Debentures of the Company, convertible into Provincial Debentures, to the nominal amount of three hundred and one thousand nine hundred and twelve pounds, and other Debentures of the Company, not so convertible, to the like nominal amount of three hundred and one thousand nine hundred ond twelve pounds.

137 On the 1st July, 1854 the English Contractors, shall take the Shares and Debentures mentioned in the preceding clauses

11. THAT the English Contractors shall and will, also, so soon after the said first day of July, one thousand eight hundred and fifty-four, as they shall be required by the Directors of the Amalgamated Company so to do, subscribe for, and take so many of the said number of shares and Debentures, so reserved as aforesaid, as shall not, on or before that day, have been claimed by the persons entitled to claim the same respectively, and on taking the several shares and Debentures aforesaid, shall and will at once pay up on such of the shares and Debentures so taken by them respectively, the amount which may then have been called up and be payable upon the other shares and Debentures in the said Amalgamated Company, previously offered.

138 The English Contractors shall, also, as soon after the 1st July, 1854, as they shall be required, to take the balance of the Shares and Debentures.

12. THAT as from the date of the Amalgamation of the Company, the English Contractors shall, and will at least seven days before the first day of January and the first day of July, respectively, in each year, provide for, and pay over to the Amalgamated Company, at the Office of their Agent in London, a sum equal to Interest, at the rate of six per cent per annum, on the Capital then actually expended in the construction of the Railways

139 The English Contactors shall 7 days before 1st January, and 1st July, in every year, provide for the payment of interest on the capital actually expended on the works.

and works comprised in the said recited agreement, and undertaken by the English Contractors, and not then opened for Traffic, the amount of Capital so expended to be ascertained from and determined by the certificates of the Engineer, as to such Railways respectively, and the payments made by the Company thereon.

140 The English Contractors shall, also, on the same days, provide for the payment of interest on two-thirds of the amount called up, over and above the amount expended on works.

13. THAT the English Contractors shall and will, also, pay on the same days in each year, or as soon thereafter as the Amount can be ascertained, interest at the same rate, on two-thirds of the amount which the Company shall then have actually called up, beyond what may have been required for payment in respect of works, in order to provide for current certificates and expenditure, in reference to the contracts, and in case there shall be any dispute or difference between the Contractors and the Company as to the additional amount upon which such further interest is to be paid, every such dispute or difference, as and when it arises, shall be settled by Arbitration, in the manner hereinafter provided. PROVIDED, that when the Toronto and Guelph Railway shall be opened through to Sarnia, the English Contractors shall pay the whole of such last mentioned additional Interest, and not two-thirds of it only.

141 In default of payment of interest, the Company authorized to deduct the amount from the certificates, for works with interest at 6 per cent.

14. THAT if default shall be made by the English Contractors in payment of the Interest on the said first mentioned amount, on the respective days appointed for payment thereof, or of the further interest on such additional amount as last mentioned, within one week after such amount shall have been agreed or settled by Arbitration as aforesaid, the Company may retain and deduct out of the next or any subsequent payments to be made to the said English Contractors, the amount so in arrear together with Interest thereon, at the rate of six per cent per annum, from the time of such default, and so as often as any such default shall be made.

142 Payment of interest to cease in proportion to the Line opened.

15. THAT the payment by the Contractors of interest upon the Capital expended in the construction of the said several Railways and works undertaken by them, shall cease as to the proportion thereof expended on any particular Railway, when and so soon as such Railway shall be completed, so as to be ready for opening, and in the case of partial openings of any such Railway, shall cease as to so much of the Capital as shall have been expended on the part so opened, a proportionate part of the Current Interest, being, however, in each of such cases, payable by them for any fraction of a half-year.

143 Canadian Contractors to pay 6 per cent, per annum, on amount expended on works, and to provide for the same 6 days before the 1st January, & 1st July, in each year, until opening of Road.

16. THAT the Canadian Contractors shall and will, as from the date of the Amalgamation and until the opening of the Toronto and Guelph Railway through to Sarnia, at least seven days before the first day of January and the first day of July, respectively, in each year, provide for and pay over to the Amalgamated Company, at the Office of their Agent in London, a sum equal to Interest at the rate of six per cent per annum, upon the Capital then actually expended on the construction of the Railway and works, comprised in the said recited agreement with them, the amount of Capital so expended to be ascertained in like manner as is provided in the case of the English Contractors.

144 Canadian Contractors shall also pay interest on one third the amount called up over and above the amount expended on works.

17. THAT the Canadian Contractors shall and will also pay, on the same days in each year or as soon thereafter as the amount can be ascertained, Interest at the same rate, on one third of the amount called up by the Company as mentioned in article 13, such amount to be ascertained in case of dispute or difference, in like manner as is provided in that article, and in case of default of payment, the Company shall have the like power to deduct and retain the amount in arrear, as is hereinbefore provided in the case of the English Contractors, PROVIDED, that when the Toronto and Guelph Railway shall be opened through to Sarnia, such last mentioned payment of Interest by the Canadian Contractors shall cease, a proportionate part of the Current Interest, being, however, payable by them for any fraction of a half-year.

145 Calls due by the Contractors, may be credited to them against an equivalent amount on certificates of work.

18. THAT all calls or instalments payable by the Contractors upon shares or Debentures of the Company may, from time to time be credited by the Company to them, against an equal amount on Certificates for works done.

146 Application to be made to the Provincial Legislature, for an Act, authorizing an extension of the time for completing the works and for other purposes.

19. THAT as soon as practicable after the Amalgamation shall be effected, the Amalgamated Company shall and will apply to the Provincial Parliament of Canada, for an Act or Acts, authorizing an extension of the time for completion of any the works included in any of the recited contracts, for such further period as may be necessary, having regard to the time by such contracts, respectively limited, for the completion of such works respectively, and also, if necessary, for authority to raise further Capital, and shall and will use their best endeavours to procure such Act or Acts, and in case they should fail to obtain such authority, and by reason thereof it shall be found impossible to complete any or some part of such works within the periods respectively prescribed, as to such works, such equitable adjustment of this contract, as to the works so incomplete shall be made, as

in case of difference between the English Contractors and the Amalgamated Company, shall be determined by Arbitration, under the general provisions for Arbitration herein contained.

147
In case of dispute, the matters in dispute to be referred to three Arbitrators, to be approved of by the Governor in Council.

20. THAT if any question or difference of opinion shall arise between the parties hereto, as to this agreement or the construction thereof, or the effect thereof in the said former agreements, or any matter or thing connected therewith, or with the carrying out thereof, every such question or difference of opinion, and also, all matters hereinbefore specially referred to Arbitration, whenever, and as often as any such shall arise, shall be referred to the decision of three Arbitrators, to be named, one by the Company, (such Arbitrator to be approved by the Governor in Council of Canada,) one by the Contractors, and the third by the two Arbitrators, before entering on thebusiness of the reference, and the decision of these three Arbitrators, or of any two of them, shall be binding and conclusive upon both parties, as to the question or difference of opinion so referred to them.

21. THAT the parties hereto, will respectively make and enter into all such deeds as may be necessary for giving effect to such reference.

148
Interpretation clause

22. LASTLY, that whenever, in this contract, the words, "The English Contractors" are used, they shall mean William Jackson, Samuel Morton Peto, Thomas Brassey, and Edward Ladd Betts, or the survivors or survivor of them, or three out of four of them, or two out of three of them, or the executors, administrators or assigns of the survivor of them, and that, in the event of the Bankruptcy or insolvency of any one or more of them, their or his Asssignees shall be excluded from all control over or interest in this contract, and when any act is to be done by the English Contractors, it shall be sufficient if done by, or by the authority of the majority of them in person, or acting under power of Attorney from each to the other, or by the majority of the survivors of them, or by the survivors or survivor of them, or by the Executors, Administrators or Assigns of such survivor, and so "mutatis mutandis" in the case of the words, "The Canadian "Contractors."

IN WITNESS WHEREOF, the said Companies, parties to these presents, have caused their common Seals to be hereunto affixed, and the said William Jackson and John Ross, have hereunto set their Hands and Seals the day and year first above written.

THE GRAND TRUNK RAILWAY COMPANY OF CANADA.

THE GRAND JUNCTION RAILROAD COMPANY.

A. T. GALT.
President St. Lawrence & Atlantic Railroad Company.
L. S.

GRAND TRUNK RAILWAY COMPANY OF CANADA EAST.

For the Quebec and Richmond Railway Company,
WILLIAM CHAPMAN,
Their Attorney.
L. S.

A. T. GALT,
Representing Atlantic and St. Lawrence Railroad Company.
L. S.

ALEX. GILLESPIE,
A. T. GALT,
Representing the Toronto and Guelph Railway.
L. S.

WILLIAM JACKSON. *L. S.*
JNO. ROSS. *L. S.*

The Seals of the Grand Trunk Railway Company of Canada, of the Grand Trunk Railway Company of Canada East, and of the Grand Junction Railway Company, were affixed by the undersigned, as the duly authorized Agent of each of the above Companies.

JNO. ROSS.

This Deed was executed by Alexander Tilloch Galt, as President of the St. Lawrence and Atlantic Railroad Company; and by Alexander Gillespie and Alexander Tilloch Galt, as representatives of the Toronto and Guelph Railway Company; and by William Jackson and John Ross, and the Seals of the Grand Trunk Railway Company of Canada, the Grand Trunk Railway Company of Canada East, and the Grand Junction Railway Company, were affixed by the said John Ross, in the presence of

WILLM. WAGSTAFF,
Of 30, Great George Street,
Westminster, Solicitor.

HENRY MOORE,
Of the same place, his Clerk.

The modified contract forming the Schedule to this Deed, has been submitted to and is approved by us.

Witness to the signatures of William Jackson, Samuel Morton Peto, and Edward Ladd Betts.

WM. JACKSON.
SAML. M. PETO.
EDWD. L. BETTS,

WILLIAM WAGSTAFF.
HENRY MOORE.

Witness to the signature of Alexander Tilloch Galt.

A. T. GALT,
For Self & Partners.

WILLIAM H. MACAULAY,
Clerk to Messrs. Swift and Wagstaff, 30, Great George Street, Westminster.

Witness to the signature of Thomas Brassey.

THOMAS BRASSEY.

WILLM. WAGSTAFF.

Extract from the Proceedings of a Meeting of Shareholders of the St. Lawrence and Atlantic Railroad Company, held at their Office, in the City of Montreal, on MONDAY *the 30th day of May*, 1853.

Moved by WILLIAM MOLSON, Esq., seconded by H. L. ROUTH, Esq. and

Resolved,—That the Saint Lawrence and Atlantic Railroad Company, by the vote of its proprietors now assembled, hereby ratifies, approves of, and in all respects confirms and adopts the Amalgamation Agreement now submitted to this meeting, entered into by the Directors of this Company, acting by the President thereof: which agreement is dated *at London, the 12th April*, 1853, and is made between The Grand Trunk Railway Company of Canada, of the first part; The Grand Junction Railway Company, of the second part; The Grand Trunk Railway Company of Canada East, of the third part; The Quebec and Richmond Railroad Company, of the fourth part; The St. Lawrence and Atlantic Railroad Company, of the fifth part; The Toronto and Guelph Railway Company, of the sixth part; The Atlantic and St. Lawrence Railroad Company, of the seventh part; and William Jackson, of Birkenhead, England, Esquire, and the Honorable John Ross, of Belleville, Canada, of the eighth part: whereby this Company, on the conditions and for the considerations therein stated, amalgamates with the said Grand Trunk Railway Company of Canada.

Which was carried unanimously.

Extract from the Proceedings of a Meeting of the Shareholders of the Toronto and Guelph Railway Company, held at the Office of the Company, in the City of Toronto, on FRIDAY *the 3rd June*, 1853.

Moved by J. M. STRACHAN, Esq. seconded by WM. CLARKE, Esq.

That the Toronto and Guelph Railway Company, by the vote of its proprietors now assembled, hereby ratifies, approves of, and in all respects confirms and adopts the Amalgamation Agreement now submitted to the meeting.

Which was carried unanimously.

Extract from the Proceedings of a Meeting of the Stockholders of the Grand Trunk Railway Company of Canada, held at the Office of the Company, in the City of Quebec, on MONDAY *the* 11*th day of July*, 1853.

Moved by The Honorable PETER MCGILL, seconded by GEORGE CRAWFORD, Esq. and

Resolved,—That the Grand Trunk Railway Company of Canada, by the vote of its proprietors now assembled, hereby ratifies, approves of, and in all respects confirms the agreement for amalgamation now submitted to this Meeting, entered into by the Directors of the Company, acting by their Agent the President of the Company, and Chairman of the Board of Directors, which agreement is dated at London, the 12th April, 1853, and is made between the Grand Trunk Railway Company of Canada, of the first part; The Grand Junction Railroad Company, of the second part; The Grand Trunk Railway Company of Canada East, of the third part; The Quebec and Richmond Railroad Company, of the fourth part; The Saint Lawrence and Atlantic Railroad Company, of the fifth part; The Toronto and Guelph Railway Company, of the sixth part; The Atlantic and Saint Lawrence Railroad Company, of the seventh part; and William Jackson, of Birkenhead, England, Esquire, and The Honorable John Ross, of Belleville, Canada, of the eighth part; whereby, on the conditions and for the considerations therein stated, the above mentioned Railroads of the second, third, fourth, fifth and sixth parts, are united with and incorporated with this Company.

Extract from the Proceedings of a Meeting of the Stockholders of the Grand Trunk Railway Company of Canada East, held at the Office of the Grand Trunk Railway Company of Canada, in the City of Quebec, on MONDAY, *the* 11*th July*, 1853.

Moved by SIR H. J. CALDWELL, seconded by the HON MR. BELLEAU, and

Unanimously Resolved,—That the Grand Trunk Railway Company of Canada East, by the vote of the Shareholders here assembled, hereby ratifies, approves of, and in all respects confirms the agreement for amalgamation, now submitted to this Meeting, entered into by the Directors of the Company, acting by their Agents, The Hon. John Ross, James Bell Forsyth, and William Rhodes, Esquires, which agreement is dated at London, the 12th April, 1853, and is made between The Grand Trunk Railway Company of Canada, of the first part; The Grand Junction Railroad Company, of the second part; The Grand Trunk Railway Company of Canada East, of the third part; The Quebec and Richmond Railway Company, of the fourth part; The Saint Lawrence and Atlantic Railroad Company, of the fifth part; The Toronto and Guelph Railroad Company, of the sixth part; The Atlantic and Saint Lawrence Railroad Company, of the seventh part; and William Jackson, of Birkenhead, England, Esquire, and The Honorable John Ross, of Belleville, Canada, of the eighth part; whereby, this Company, on the conditions and for the considerations therein stated, unites with and is incorporated with the said Grand Trunk Railway Company of Canada.

Extract from the Proceedings of a Meeting of the Shareholders of the Quebec and Richmond Railroad Company, held at the Office of the Company, in the City of Quebec, on TUESDAY, *the 19th July*, 1853.

It was moved and seconded, and unanimously

Resolved,—That the Report now read be received, and that the agreement executed provisionally, (under the authority of the Act 16, Vic. cap. 39, and the Act 16, Vic. cap. 76,) on the 12th day of April last, between the Grand Trunk Railway Company, the Grand Junction Railroad Company, the Grand Trunk Railway Company of Canada East, the Quebec and Richmond Railway Company, the Saint Lawrence and Atlantic Railway Company, the Toronto and Guelph Railway Company, and the Atlantic and Saint Lawrence Railway Company, for the pnrpose of amalgamating the said Companies into one Company; under the name of the Grand Trunk Railway Company of Canada, be ratified and confirmed, and that the Directors be, and they are, hereby authorized and empowered, to take all such measures as they may deem advisable for carrying the same into effect.

Carried unanimously.

INDEX TO CLAUSES.

Date of Deed, 12th April, 1853. 1
Names of Parties assenting to Deed of Amalgamation. 2
Act 16, Vict. Cap. 37, Incorporating The Grand Trunk Railway Company of Canada, recited 3
Capital, £3,000,000 Sterling. 4
Provincial Guarantee to be given to the extent of £3,000 Sterling per mile, at the rate of £40,000 for every £100,000 expended on the works. 5
Amount of Provincial Bonds to be issued to the Grand Trunk Railway Company, £1,035,000 Sterling. 6
Contract with Jackson, Peto, Brassey and Betts, dated 14th December, 1852, to construct The Grand Trunk Railway, for £7625 Sterling per mile... 7
Second contract with Jackson, Peto, Brassey and Betts, modifying the former Contract, the sum to be paid the Contractors to be £3,000,000 Sterling for construction and equipment of the Road, date of contract, 23rd March, 1853. 8
Payment to be as follows: £1,035,000 in Provincial Debentures, £982,500 in Company's Debentures; £982,500 in Stock. 9
Debentures and Stock to be lodged with G. C. Glyn and Thomas Baring and S. M. Peto, and Thomas Brassey, and sold for account of the Contractors. 10
Contractors to pay Interest on Debentures and Stock until the Railway is finished. .. 11
Payments to be made at the rate of 60 per cent, of the Engineer's Monthly Certificates. 12
£40,000 set aside for the payment of Salaries, etc. 13
If the Company receive any portion of the Road before the whole is completed, The Contractors to be released from the payment of Interest on the amount of Capital expended on such portion. 14
Contract subject to modification in case of Union or Amalgamation with other Companies. 15
Act 16 Vict. Cap. 38, Incorporating "The Grand Trunk Railway Company of Canada East," recited. 16
Capital of the Grand Trunk Railway Company of Canada East, to be £1,000,000 Sterling with Provincial Guarantee. 17
Amount of Provincial Bonds to be issued to the Grand Trunk Railroad Company of Canada East, to be £459,000. 18
Contract with Jackson, Peto, Brassey and Betts, for the construction of the Road, dated 23rd March, 1853, for £1,224,000, on the same condition as preceding contract. .. 19
Payment to be made as follows: £459,000 Sterling, in Provincial Debentures, £382,500 Stg. in Company's Debentures; 382,500 in Stock. 20
3,000 set aside for payment of Salaries, etc. 21
case the Company be not authorized to raise a larger amount of Capital, equitable arrangement to be made between the Company and the Contractors. 22
16 Vict. Cap. 43, Incorporating "The Grand Junction Railroad Company," recited. 23
Capital of the Company to be £1,000,000 Sterling. 24
Contract for the construction of the Grand Junction Railway by Jackson, Peto, Brassey and Betts, dated 23rd March, 1853, for the sum of £400,000 from Belleville to Peterborough. 25
Payment one-half to be in Company's Debentures, and one-half in Stock. 26
Railway to be completed on or before 1st January, 1859. 27
Interest on Debentures and Stock to be paid by the Contractors until the completion of the Road. 28
4,000 set apart for the payment of Salaries. 29
ct 14 and 15 Vict. Cap. 148, Incorporating "The Toronto and Guelph Railway Company," recited. 30
ct 16 Vict. Cap. 41, amending former Act, recited. 31
apital, £325,000 Currency with powers to increase it. 32
ailway may be extended from Guelph to Sarnia, with an increase of £1,000,000 Currency to the Capital of the Company. 33
ontract with C. S. Gzowski, D. L. McPherson, L. H. Holton and A. T. Galt, dated 26th November, 1852, to construct the Railway from Toronto to Guelph. 34
nother contract with the same parties, to construct the Railway from Guelph to Sarnia, dated 18th February, 1853. 35
Contracts of the 26th November, 1852, and 18th February, 1853, with C. S. Gzowski & Co. to be annulled in case of Amalgamation and a new one under date 24th March, 1853, for the construction of the Road from Toronto to Sarnia to be made. 36
ilway to be completed by the 1st July, 1857, for the sum of £1,376,000 Sterling, with similar conditions as to payment of Interest, etc., as inserted in the contracts with Messrs. Jackson & Co. 37

£13,000 to be reserved for payment of Salaries, etc. 38
Act 13 and 14 Vict. Cap. 116, Incorporating "The Quebec and Richmond Railroad Company," recited. 39
Contract dated 20th October, 1852, with Jackson, Peto, Brassey and Betts, to construct and equip the Quebec and Richmond Railroad. 40
Road to be completed by the 1st December, 1855, for the sum of £650,000 Sterling. .. 41
Payment to be made as follows: £250,000 Sterling, in Provincial Debentures, £100,000 Sterling, in Company's Debentures, £205,000 Sterling, in Cash, £95,000 Sterling in Stock. 42
Contractors to pay Interest on Shares and Debentures. 43
Act 8 Vict. Cap. 25, Incorporating "The St. Lawrence and Atlantic Railroad Company," recited. 44
Capital, £600,000 Currency, with power to add £500,000 Currency more. 45
Act 10 and 11 Vict. Cap, 65, amending former Act and extending the powers of the Company. 46
Three subsequent Acts passed extending the powers of the Company, Viz:—12 Vict. Cap. 176, 13 & 14 Vict. Cap. 118, 16 Vict. Cap. 47. 47
Total Capital of the St. Lawrence and Atlantic Railroad Company authorized to be raised by them is £1,225,000 Currency. 48
Provincial Debentures to the amount of £67,500 held by the St. Lawrence and Atlantic Railroad Company. 49
Act 16 Vict. Cap. 39 Empowering any Railway forming part of the Main Trunk Line, to purchase any other Line, recited. 50
Act to apply to the St. Lawrence and Atlantic Railway. 51
Provisions of the Act 16 Vict. Cap. 39, recited... 52
Meetings of the Shareholders to be called, for ratifying or disallowing such Union or Amalgamation. 53
Three-fourths of the Votes of the Shareholders required to ratify the Union. 54
When Amalgamated, The United Company to have all the rights of the respective Companies, and shall also assume their liabilities. 55
The Capital of the United Company, to be equal to the combined Capitals of the Companies forming such Union. 56
Act 16 Vict. Cap. 76, extending the provisions af the Union Act, 16 Vict. Cap. 39, recited. 57
The Company's Union Act, to apply to "The Grand Trunk Railway Company of Canada." 58
The number of Directors of the Amalgamated Grand Trunk Railway Company to be 18, 12 to be elected by the Shareholders and 6 appointed by the Governor. 59
If the Company renounce the benefit of the Government Guarantee, the number of Directors to be only 12, elected by the Shareholders... 60
Act 16 Vict. Cap. 75, Authorizing the construction of a Railway Bridge over the St. Lawrence, at Montreal, recited. 61
The Grand Trunk Railway Company of Canada may construct such Bridge. 62
To be called the "Victoria Bridge." 63
Capital Stock of the Company constructing such Bridge, to be increased by £1,500,000 Sterling. 64
Contract dated 23rd March, 1853, with Jackson, Peto, Brassey and Betts, for the construction of the Bridge. 65
Price for Tubular Bridge to be £1,400,000 Sterling, to be increased, if necessary, to £1,500,000 Sterling. 66
Amount of Provincial Bonds to be issued to the Companies forming The Amalgamated Grand Trunk Railway Company of Canada, is £1,811,500 Sterling. 67
The Amalgamation of the several Companies intersecting or forming the Main Trunk Line of Railway through the Province is desirable. 68
From 1st July, 1853, the Undermentioned Railway Companies agree to Unite and Amalgamate into one Railway Company, to be called "The Grand Trunk Railway Company of Canada," Viz:—

The Grand Trunk Railway Company of Canada.
The Grand Trunk Railway Company of Canada East.
The Quebec and Richmond Railroad Company.
The St. Lawrence and Atlantic Railroad Company.
The Toronto and Guelph Railway Company.
The Grand Junction Railway Company. 69

The United undertaking to comprise the construction and maintenance of the Victoria Bridge. 70
The Railway Clauses Consolidation Act to apply to the Amalgamated Company. .. 71
The Capital of the United Company to consist of the aggregate of the Capitals of the Companies forming it. 72
The Stock of the Quebec and Richmond Railroad Company to rank as Stock of the United Company with so much paid on it... 73

The Stock of the St. Lawrence and Atlantic Railway Company to rank as stock of the United Company with so much paid on it. 74

£75,000 Sterling to be paid to the Shareholders of the St. Lawrence and Atlantic Railroad Company for arrears of Interest. 75

The Stock of the Toronto and Guelph Railway Company, to rank as Stock in the United Company, with so much paid on it. 76

£2,000 Sterling to be be paid to the Stockholders of the Toronto and Guelph Railway Co. 77

The Stock of the remaining Companies to rank as Stock in the United Company. .. 78

Unissued Provincial Debentures belonging to any other Company, to become the property of the United Company. 79

The United Company to create Stock to the amount of £4,864,800 Sterling, in shares of £25 Sterling each. 80

The United Company to create "Convertible Debentures" to the extent of £1,811,000 Sterling, to be hereafter exchanged for Provincial Debentures. 81

Debentures to be called "Company's Debentures" to be created to the amount of £2,097,000 Sterling, convertible into Stock on or before 1st January, 1863. 82

Company's Debentures the sum of £279,200 Sterling, of the Stock the sum of £558,400 Sterling, shall be reserved for certain Share and Bond Holders. 83

Parties entitled to such Debentures and Stock, to signifiy their acceptance within 21 days from notification. 84

7,336 Shares to be issued in exchange for Quebec and Richmond and St. Lawrence and Atlantic Shares. 85

Apportioning of Remaining Stock, Viz:—144,920 Shares equal to £3,623,000 Sterling. .. 86

Existing Shareholders in certain Companies entitled to Shares in the United Company. 87

The Shares may be issued in Canada or elsewhere. 88

Directors to have power to make arrangements for the issue of Shares and Debentures in England or elsewhere. 89

And also, for the payment of Dividends and Interest. 90

The appointment of an Agent or Agents etc. 91

No call after first allotment to exceed £2 10s. 0d. on each Share, and 10 per cent on each Debenture, such calls to be at intervals of not less than four months. 92

New Register of Shareholders to be made, and arrangements to be made for the exchange of Certificates. 93

The Directors may enforce the payment of calls. 94

The profits of the United Company to be available for Dividend. 95

Six of the Directors shall be resident in England. 96

Six Directors shall be a Quorum. Directors may vote by Proxy. 97

Names of the First Directors. 98

Qualification of Elective Directors to be 25 Shares each, Government Directors not required to hold Stock. 99

Retirement of Directors. 100

First ordinary General Meeting of Shareholders. 101

Notice of meeting to be published for one month. 102

Votes to be equal to the number of Shares held. 103

Appointment of three Auditors. 104

Directors may make By-Laws. 105

The provisions of the several contracts with Jackson & Co. and Gzowski & Co., to be modified and new contracts to be entered into. 106

The United Company to pay Interest on shares and Debentures from date of Amalgamation to the final completion of the Road. 107

The expenses of the Engineer and Staff of the Victoria Bridge, to be borne by the Co. 108

An Act to be applied for, if necessary, to confirm the Provisions of this agreement and for sundry other purposes. 109

If the agreement is not ratified by all the Companies, it shall enure as to such of the Companies as shall ratify it. 110

Incorporation of the Atlantic and St. Lawrence Railway. 111

Capital of the Atlantic and St. Lawrence Railroad Company: $1,700,000 in Shares, $3,000,000 in Bonds. 112

Recital of the lease entered into by the Hon. John Ross and William Jackson, on the part of the United Company with the Atlantic and St. Lawrence Railroad company for a term of 999 years. 113

Contract with Jackson & Co. for the construction of the Grand Trunk Railway of Canada, dated 14th December, 1852, and 23rd March 1853. 114

Contract with Jackson & Co. for construction of the Grand Trunk Railway of Canada East, dated 23rd of March, 1853. 115

Contract with Jackson & Co. for the construction of the Quebec and Richmond Railroad dated 22nd October, 1853. 116

Contract with Jackson & Co. for the construction of the Grand Junction Railway, dated 23rd March, 1853.. 117

Contract with C. S. Gzowski & Co. for the construction of the Railway from Toronto to Sarnia, dated 24th March, 1853. 118

Contract with Jackson & Co. for the construction of the Victoria Bridge, dated 23rd March, 1853. 119

Certain modifications and alterations made in the several contracts before recited. .. 120
Contractors to be paid in Sterling money instead of Provincial Bonds and to receive an increase of 15 per cent upon the amount of such Provincial Debentures. 121
English Contractors to take on 1st July, 1854, 24,153 Shares (called subsequently B shares) £301,912 of Convertible Debentures, £301,912 of Company's Debentures. 122
The English Contractors shall also take the balance of the B Shares and Bonds not taken by the Stockholders, on the 1st July, 1854. Viz :—48,307 Shares, £603,838 Convertible Bonds, £603,838 Company's Bonds. 123
The Contractors to pay Interest at the rate of 6 per cent per annum on amount of Capital called up to pay Engineer's Certificates, &c. 124
The Amalgamated Company bound by the preceding contracts. 125
All payments to be made in Sterling money. 126
Contractors to have 15 per cent in addition instead of Provincial Bonds. 127
In case of difficulty, Provincial Debentures to be received by the contractors at par. .. 128
All the Clauses in the preceding contracts, relating to lodging of Shares and Debentures in the hands of Trustees, to be no longer in force. 129
Engineer to grant Certificates for works done. 130
Company may receive portions of the Railways when completed, if they judge proper so to do. 131
English Contractors to pay a sum of £57,000 for Salaries, instead of the various sums mentioned in the contracts. 132
Canadian Contractors to pay £13,000 for Salaries. 133
One per cent to be deducted from the payments made to Contractors, to meet the sum set apart for salaries. 134
Any balance remaining of the sums set apart for salaries at the completion of the works, to be repaid to the Contractors. 135
The Company failing to pay the Certificates, the Contractors have the option of stopping the works. 136
On the 1st July, 1854, the English Contractors shall take the Shares and Debentures mentioned in the preceding Clauses. 137
The English Contractors shall also, as soon after the 1st July, 1854, as they shall be required to take the balance of shares and Debentures. 138
The English Contractors shall, seven days before 1st January and 1st July, in every year, provide for the payment of Interest on the capital actually expended on the works. 139
The English Contractors shall, also, on the same days, provide for the payment of Interest on ⅔ of the amount called up over and above the amount expended on the works. .. 140
In default of payment of Interest, the Company authorized to deduct the amount from the Certificates for works with Interest, at 6 per cent. 141
Payment of Interest to cease in proportion to the Line opened. 142
Canadian Contractors to pay Interest at six per cent per annum, on amount expended on works, and to provide for the same 6 days before 1st January and 1st July in each year, until opening of Road. 143
Canadian Contractors shall also pay Interest on one third of the amount called up over and above the amount expended on the works. 144
Calls due by the Contractors may be credited to them against an equivalent amount on Certificates for work. 145
Application to be made to the Provincial Legislature for an Act, authorizing an extension of the time for completing the works, and for other purposes. 146
In case of dispute, the matter in dispute to be referred to three Arbitrators, to be approved of by the Governor in Council. 147
Interpretation Clause. 148

2½

AGREEMENT

BETWEEN

THE CITY OF TORONTO

AND THE

GRAND TRUNK RAILWAY COMPANY OF CANADA

FOR THE

CONSTRUCTION OF THE COMPANY'S TRACT

ALONG THE FRONT OF THE CITY.

TORONTO:
MACLEAR & CO., KING STREET EAST.
1856.

AGREEMENT

BETWEEN THE CITY OF TORONTO

AND THE

GRAND TRUNK RAILWAY COMPANY OF CANADA.

THIS AGREEMENT, made the 21st day of January, in the year of our Lord 1856, BETWEEN the Mayor, Aldermen and Commonalty of the City of Toronto, of the first part, and the Grand Trunk Railway Company of Canada, of the second part.

WHEREAS, by certain articles of agreement, bearing date the 4th day of January, in the year of our Lord one thousand eight hundred and fifty four, the party hereto of the first part contracted with Casimir S. Gzowski, D. L. McPherson, L. H. Holton, and A. T. Galt, for the Construction of an Esplanade along the front of the City of Toronto, upon the terms and conditions in the said articles of agreement mentioned; AND WHEREAS the said C. S. Gzowski, D. L. McPherson, L. H. Holton, and A. T. Galt, commenced operations under the said contract, and have performed part of the work therein contracted to be performed, and have certain claims and demands against the said party hereto of the first part, under the said contract.

AND WHEREAS the said party hereto of the first part has declared the said contract at an end; AND WHEREAS the said party hereto of the second part have agreed to assume the settlement of all claims and demands by the said Casimir S. Gzowski, D. L. McPherson, L. H. Holton, and Alexander T. Galt, against the said

party hereto of the first part, and to relieve and indemnify the said party hereto of the first part from all the said claims and demands.

AND WHEREAS, under the Provisions of an Act of the Legislature of this Province, entitled "An Act to authorise the Grand Trunk Railway Company of Canada to change the location of their line in and near the City of Toronto," the said party hereto of the first part are authorised and empowered to contract with the party hereto of the second part for the construction of the said Esplanade, or of any portion thereof. AND WHEREAS the said party hereto of the first part are desirous of contracting with the said party hereto of the second part, for the construction of the works hereinafter mentioned.

NOW these presents witness, that the party hereto of the first part, for themselves and their successors, and the party hereto of the second part, for themselves and their successors, mutually covenant, promise and agree the one to and with the other as follows:—

FIRST—The party of the second part agree to assume the settlement of all claims existing between C. S. Gzowski, D. L. Macpherson, L. H. Holton, and A. T. Galt, and the party hereto of the first part, and to indemnify and relieve the said party of the first part of and from the same.

SECOND—The parties hereto agree forthwith to submit the said claims, as matters in dispute between them, to the award, final end and determination of A. M. Ross and T. C. Keefer, Esqrs., and of a third Arbitrator, to be chosen by the persons so named before proceeding with the said arbitration; and the parties hereto mutually covenant the one with the other, for themselves and their successors, that they will well and truly stand to, abide by, perform, fulfil and keep any award which may be made by the Arbitrators so named and chosen or by a majority of them. Provided that such award be made in writing, ready to be delivered to the said parties on or before the first day of March next, the said Arbitrators or a majority of them to have the power to enlarge the time for making their award by writing, under their hand, and to examine all persons and witnesses upon oath. Provided always, and it is hereby agreed, that the said party of the first part shall be at liberty, before the said

arbitrators, to dispute the quantity and prices of works, and materials charged for, by the said C. S. Gzowski, D. L. Macpherson, L. H. Holton, and A. T. Galt, and each and every other claim made by them in like manner as if such arbitration had been made between the said C. S. Gzowski and his said partners and the party of the first part.

THIRD—The party of the first part agree to pay the amount of any award which may be made by the said Arbitrators, or a majority of them, by virtue of the above reference, in favour of the party of the second part, for and on account of the claims of the said Gzowski & partners, against the said City, hereinbefore agreed to be assumed and settled by the said party of the second part, in Debentures of the party of the first part, payable in twenty years, with interest thereon, at the rate of six per cent. per annum, payable semi-annually, the said Debentures and interest to be payable in sterling money, in the City of London, England, at such banking-house as the party of the second part may name, the said sterling money to be at the rate of 24s. 4d. currency for each pound sterling, or in cash, at the option of the party of the first part. Provided always, that if the party of the first part elect to pay the amount of such award in Debentures, payable as aforesaid, then the rate of premium or discount at which the said party of the second part shall be bound to receive the same shall be fixed by T. G. Ridout, Esq., Cashier of the Bank of Upper Canada, and the parties hereto mutually agree to pay and receive the amount of such award in the Debentures, at such rate as the said T. G. Ridout shall so fix. But if the said party of the first part elect to pay the amount of such award in cash, then the said party of the first part shall be allowed a credit of twelve months from the date of such award to pay the same, the amount so awarded to bear interest, at the rate of six per cent. from the date of such award.

The said party of the first part also agrees that they will make the debentures so to be issued, payable in such sums as the party of the second part may require. Provided, that they shall not be required to issue Debentures for a smaller sum than £100 each. It is also agreed, that the said party of the first part shall declare their option, and deliver the Debentures on certificate hereinafter mentioned to the party of the second part, within one calendar month from the making of the said award; and that if the party of the first part do not within the said term of one calendar month elect to pay the said

award in Debentures, and notify such their election to the parties of the second part, within the said term of one calendar month, then it is understood and agreed between the parties, that the party of the first part shall be held and taken to have elected to pay in cash, in manner and on the terms before mentioned.

FOURTH—The party of the second part covenant as aforesaid forthwith to proceed with the construction of a Railway track or way, forty feet in width, with all necessary slopes in cuttings, in the proportion of one-and-a-half horizontal to one perpendicular, along the front of the City of Toronto, on the line and in the direction marked on the plan hereto attached, and which shall be taken to be part of the contract.

FIFTH—The party of the first part covenant as aforesaid, that in consideration of the sum of £10,000 of lawful money of Canada, to be paid to the party of the first part by the party of the second part, they shall and will guarantee the exclusive right of way for the said forty-feet track, along the said line, from Brock Street to Parliament Street, as shewn on the said plan, to the said party of the second part and their assigns, and shall and will indemnify and save harmless the party of the second part and their successors, of, from and against all claims and demands whatsoever, of or by all person or persons whomsoever, for or by reason of the construction of the said forty-feet tract, and the said slopes, and shall and will pay and discharge all claims for land, damages, and all costs and expenses of any arbitrament or other legal proceedings which may be necessary, or may be incurred in consequence of the construction of the said tract of 40 feet and slopes. It being expressly declared and agreed between the parties hereto, that the party of the second part shall not for or by reason of the construction of the said Railway Track and Slopes, be subjected to the payment of a larger sum than £10,000, for any cause whatsoever.

SIXTH—Provided always, that the said party of the second part shall not obstruct the approaches to the wharves in front of the City unnecessarily, in the construction of the said forty-feet tract; and also that the said party of the second part shall, during the continuance of the said work, at their own expense, keep up at least two lights at night at such approaches to any of the public wharves in

front of the said City, where any such work is at the time being proceeded with, and such temporary approaches thereto as may be necessary during the progress of the work.

SEVENTH—The said Railway Track of forty feet in width, with the said slopes, to be constructed by the party of the second part, in such manner as may be considered necessary by the Engineer appointed by them to superintend the construction of the same. Provided always, that no alteration in the line so marked on the plan hereto annexed shall be made without the consent of the party of the first part, and that the proportion of one-and-a-half to one be observed.

EIGHTH—The party of the second part covenant as aforesaid, that in the construction of the said Railway Track they shall not and will not obstruct the escape of the present public Sewerage of the City.

NINTH—The party of the first part covenant as aforesaid, that they shall and will pay to the party of the second part, for the construction of the said Railway Track and Slopes, as follows, the price and quantities of all works and materials to be fixed by the Arbitrators herein before named, within one month from the date of this agreement.

And the parties hereto mutually covenant the one with the other, for themselves and their successors, that they will well and truly stand to, abide by, perform, fulfil and keep any award which may be made by the Arbitrators so named and chosen, or by a majority of them, or by such Arbitrators as may be hereafter named and chosen as hereinafter provided, so that their award be made in writing, under the hands of the said Arbitrators or of a majority of them.

TENTH—That the party of the first part covenant as aforesaid, that they shall and will monthly give to the party of the second part a certificate, under the seal of the party of the first part, of the amount payable, at the rates to be fixed by the said Arbitrators as aforesaid, for the work done and materials furnished by the party of the second part, such monthly certificates to be given upon the certificate of the Engineer in charge of the work.

ELEVENTH—The party of the first part agree to pay for all work done and materials furnished in the construction of the said Railway track in debentures of the party of the first part, payable in twenty years, with interest thereon, at the rate of six per cent., per annum, payable semi-annually; the said debentures and interest to be payable in sterling money, in the city of London, England, at such Banking-house as the party of the second part may name; the said sterling money to be at the rate of 24s 4d. currency for each pound sterling, or in cash, at the option of the party of the first part. Provided always, the said party of the first part shall, within one month from the date of this agreement, declare their option as to whether they will pay in debentures or in cash, and that no alteration shall afterwards be made in the mode of payment.

TWELFTH—If the party of the first part elect to pay for the said work, materials, and other claims, in debentures, payable as aforesaid, then the rate of premium or discount at which the party of the second part shall be bound to receive, the same shall be fixed by Thomas G. Ridout, Esq., Cashier of the Bank of Upper Canada, and the parties hereto mutually agree to deliver and receive the said debentures at such rate as the said T. G. Ridout shall so fix. But if the said party of the first part elect to pay in cash, then the said party of the first part shall be allowed a credit of twelve months from the date of such monthly certificate, to pay such certificate, the said amount to bear interest at the rate of six per cent. The said party of the first part also agree that they will make the debentures so to be issued for the said work payable in such sums as the party of the second part may require. Provided that they shall not be required to issue any debenture for a smaller sum than £100.

THIRTEENTH—The party of the first part further covenant, as aforesaid, that they shall and will furnish to the party of the second part, such earth as the party of the second part may require for the construction of the said track of forty feet and slopes as aforesaid, and which it may be in the power of the party of the first part to grant at and for the price of threepence for each cubic yard, and the party of the second part covenant, as aforesaid, that they will well and truly pay to the party of the first part the said price of threepence per cubic yard for each yard of earth so furnished, or shall and will allow the same as a payment on account of the work done under this contract.

FOURTEENTH—The party of the second part further covenant as aforesaid, that they shall and will well and truly pay to the said party of the first part the said sum of £10,000, upon the said party of the first part assuring to the said party of the second part and their assigns the exclusive right of way over, upon, and along the said Railway track of 40 feet.

FIFTEENTH—The party of the second part further covenant as aforesaid, that they will by all means in their power assist the party of the first part in obtaining a Patent from the Crown of all lands and land covered with water, which the party of the first part now hold or claim or claimed title to, under the license of occupation granted to the party of the first part, on the 29th day of March, 1853, so soon as these presents are executed.

SIXTEENTH—It is also agreed between the parties hereto, that as well the party of the first part and their assigns, as also all owners of lands or land covered with water immediately to the south of and abutting upon the southerly side of the said forty feet track, or entitled to the slope immediately to the north of the said track west of Bay Street in the said City of Toronto, and their assigns shall have the right to build over the said track, provided that all erections be done upon and according to such plan as shall be approved of by the Board of Railway Commissioners. And provided also that such erections do not interfere with the lighting, ventilating and other, the full and free use of the said track by the party of the second part.

SEVENTEENTH.—And, whereas, doubts have been entertained as to the liability of the party of the second part, to make and erect bridges and crossings over and upon the said tracks, for and by reason of the occupying and using the same by the party of the second part as a Railroad Track. It is hereby expressly declared and agreed, that the party of the first part shall not require the said party of the second part, to build, find, or procure any Bridges, Ramps, Crossings, or any other approaches whatever, over, along, or to the said Railway Track; but shall provide all such, if and whenever required, at their own expense; it being the intention of the parties to these presents, that the party of the first part, for and in consideration of the said sum of £10,000, so to be paid as aforesaid, do

guarantee and indemnify the party of the second part of, from and against all claims and demands whatever, for or by reason of the Railway of the party of the second part being placed on said track of 40 feet.

EIGHTEENTH—The party of the second part do further agree, that they shall and will assist the party of the first part, in so far as may be necessary in contracting for, or constructing the Esplanade along the front of the City of Toronto, under the second section of the Act passed in the 18th year of Her Majesty's reign, Chap. 175; and fixing upon and determining the plan and site of the said Esplanade, and in taking any other benefit under the said act for the purpose of conferring upon the party of the first part the powers mentioned in the said act concerning the said Esplanade, if the party of the first part shall deem it advisable to require such assistance; the party of the first part agreeing to pay all costs and expenses thereby incurred. And the party of the first part agree that they shall not let to contract nor construct the Esplanade, or general earth-filling until after the party of the second part shall have completed the said Railway Track and Slopes. Provided always that the party of the second part shall use all reasonable expedition to finish the said Railway Track during the present year. It is also mutually agreed that the party of the first part shall not interfere unreasonably with the party of the second part, nor shall the party of the second part interfere unreasonably with the party of the first part, either in the formation of the Railway Track, or after the construction and occupation of the said Track by the said party of the second part, or in the construction of the said Esplanade; but each shall and will afford all proper facilities to the other.

NINETEENTH—It is agreed that on any reference to arbitration under any of the provisions of this agreement, all maps, plans, surveys, and documents made by C. S. Gzowski & Co., or the party of the second part shall be produced before and submitted to the arbitrators, who may act in any of the above matters, and the same shall be open to and may be used and referred to by the parties hereto, for the purposes of such arbitration. It is also agreed that if the said Alexander McKenzie Ross shall be unable or refuse to act as an arbitrator, then the party of the second part shall have the right to nominate another person in the place of the said Alexander

McKenzie Ross; and if the said Thomas C. Keefer shall be unable or refuse to act as an arbitrator, then the party of the first part shall have the right to nominate another person in the place of the said Thomas C. Keefer.

TWENTIETH—It is agreed that the submissions herein contained, and any award made thereunder, may on the application of either party be made a rule of one of the Superior Courts of Common Law for Upper Canada.

TWENTY-FIRST—Lastly, it is agreed, that in the event of any application to the Legislature being considered necessary or expedient by either of the parties hereto, for the purpose of confirming or sanctioning any stipulation or agreement herein contained, the parties hereto shall and will, and hereby do consent to such application being made; and further, that if the party of the first part shall deem it expedient to apply to the Legislature for any purpose whatever connected with the construction of the Railway Track, or of the Esplanade, or the general earth-filling, or the laying out, or planning, or alteration of the same, the party of the second part shall and will assist the party of the first part, by all reasonable means, in such application, and in procuring whatever Legislation may be required on the subject.

AND WHEREAS the track of the Ontario, Simcoe and Huron Railroad Company passes upon that part of Front Street aforesaid which will be required for the slope in the construction of the said Track of the party of the second part, and it is necessary that some provision should be made in reference thereto.

NOW THESE PRESENTS WITNESS, that it is mutually agreed between the said parties of the first and second parts, that if the said party of the first part shall at any time within one calendar month from the execution of these presents desire to make any deviation from the location of the said track of the party of the second part, as laid down upon the said plan, so as to prevent interference with the said track of the Ontario, Simcoe, and Huron Railroad Company, then that the said party of the second part, on notice thereof within the period aforesaid, shall proceed to execute their said track upon that part thereof lying between Brock and Bay

Streets, on such part of the frontage of the said City as shall not be further south than twenty-six feet from the southern line of the said forty feet, as laid down on the said plan; and all the covenants, agreements and provisions herein contained and applicable to the said forty-feet track, as laid down on the said plan, shall be applicable to the said substituted track as fully and effectually to all intents and purposes as if such substituted track had been the track originally laid out on the said plan, and had been specially referred to in all the provisions of these presents.

AS WITNESS the hands and seals of the said parties, the day and year first above written.

(Signed) G. W. ALLAN,
Mayor.

[L. S.] (Signed) JOHN ROSS,
President Grand Trunk Railway Company of Canada.

(Signed) A. T. McCORD,
Chamberlain.

Signed, sealed, and delivered in presence of

(Signed) C. GAMBLE.

(Signed) W. SHANLEY.

Toronto, 21st January, 1856.

Sir,

At your request I hereby consent and agree that the track of the Northern Railway, along the south side of Front Street, between Bay and Brock Streets, shall continue to be left where it is until the 15th day of June now next ensuing; and further, that we will construct our forty-feet track for the City, and accept it under an agreement with the City (if notice be given by the Corporation within one month from this date desiring us to do so) along the outside line of the proposed Esplanade, as shown and pointed out by Mr. Shanley in pencil, on the plan which we have signed; and further, where the said forty-feet track touches the old line of Esplanade, the line to be carried along the south side thereof, subject to all the conditions, covenants and provisoes contained in the agreement this day executed between the City and ourselves, if the City desire such change within one month from date.

(Signed) JOHN ROSS,
Pres. G. T. R. Company.

To G. W. Allan, Esq.,
Mayor of Toronto.

P. S.—The Covenant in our Agreement with respect to the patent for the property embraced in the license of occupation of 29th March, 1853, I shall endeavour to get carried out as speedily as possible. Mr. Wilson requested Mr. Attorney-General Macdonald, in my presence, to get it ready as speedily as possible, and I have no doubt that this is being done according to the terms read over by you in presence of Mr. Macdonald and Mr. Cayley, when we met to agree upon the terms embraced in our present contract.

(Signed) JOHN ROSS.

Council Chamber, Toronto, Feb. 11th, 1856.

Resolved—That the Solicitor of the Corporation be instructed to

give notice to the Grand Trunk Railway Company of Canada, pursuant to the agreement of the 21st January last, that they are required to remove their forty feet track from the foot of the slope, so much further south as will prevent interference with the track of the Ontario Simcoe and Huron Railroad Company.

Communicated by the City Solicitor to
The Hon. John Ross, President G. T. R. Co. of Canada.
February 19th, 1856.

Copy of Report of Standing Committe on Wharves Harbours, &c.

To the Worshipful the Mayor, Aldermen and Commonality of the City of Toronto in Common Council assembled.

The Standing Committee on Wharves and Harbours beg leave to bring up the first Report.

That in as much as the Arbitrators appointed between the City and the Grand Trunk Company, under the contract entered into between them under date of the 21st January last, have been as yet unable to meet to enter upon such arbitration. And whereas, it may be doubtful whether the time for such arbitration may not expire before any meeting of such Arbitrators.

The Committee hereby recommend to the Council to adopt a resolution agreeing to enlarge the time for making any award to be made under the said contract for the period of two months from this date.

All of which is respectfully submmitted,

(Signed) GEORGE A. PHILLPOTTS,
Chairman.

Adopted in Council 21st February, 1856, and communicated same day by the Clerk of the Council to The Hon. John Ross, President of the Grand Trunk Railroad Company.

Toronto, February 28th, 1856.

Sir,

I have the honour by direction of the Directors of the Grand Trunk Railway Company to inform you that at their meeting this day

they resolved to agree to an enlargement of the time for a period of two months from 21st February inst., for making the award under the recently executed Contract between this Company and the Toronto Corporation, on the subject of the Esplanade, and that the President of the Company is duly authorised to take the necessary steps to give legal effect to such enlargement on behalf of the Company.

(Signed) JOHN M. GRANT,
Assistant Secretary.

To His Honour,
The Mayor of Toronto.

TORONTO:

THE GROUNDS UPON WHICH ARE BASED HER CLAIMS

TO BE

The Seat of Government of Canada;

WITH

A MEMORANDUM

ADDRESSED BY

SIR FRANCIS BOND HEAD, Bart.,

TO THE

Secretary of State for the Colonies,

ON THE SUBJECT.

TORONTO:
THOMPSON & Co., PRINTERS, 52 KING STREET EAST.

1858.

Her Majesty's Secretary of State for the Colonies having (in a note dated 5th of January, 1858), authorised Sir Francis Bond Head, Bart., "to communicate his opinion on the selection of the Seat of Government in Canada to any one he might think proper," the publishers have succeeded in obtaining a copy of this important and interesting official document, and submit it, together with "a statement of the grounds upon which "Toronto bases her claim to becoming the permanent Seat of Government "for the Province of Canada," prepared by a Select Committee of the Common Council of the City of Toronto, to the public.

Toronto, February 27th, 1858.

CLAIMS OF THE CITY OF TORONTO

TO BE

THE PERMANENT SEAT OF GOVERNMENT

OF CANADA.

GOVERNOR'S SECRETARY'S OFFICE,

(CIRCULAR.) TORONTO, C. W. March, 28th, 1857.

SIR,

You are possibly aware that the Legislative Council and Legislative Assembly of Canada have addressed Her Most Gracious Majesty to exercise Her Prerogative in the selection of a permanent Seat of Government for the whole Province.

In the event of Her Majesty complying with the prayer of their addresses His Excellency, is anxious that Her advisers in England should be enabled to place before Her a full and fixed statement of the claim of each separate city which may be considered a candidate for the honor of becoming the future capital of Canada.

As a matter of course the final selection must depend on a comprehensive survey of the interests, not of any one place, but of the whole Province, as part of British North America.

The claims, however, of each city are likely to be stated by the persons most interested in supporting them, better than they would be by any other party.

His Excellency, therefore, invites the Corporation of Toronto to cause to be prepared a paper setting forth the reasons which may, in their opinion, favour the claim of that place to be selected by the Queen.

With every wish to afford full time for preparing these statements, His Fxcellency desires that it may be in the hands of the Colonial Secretary by the first week in July in the present year.

You will please, if you see fit to comply with His Excellency's desire, address the packet to the Right Honorable the Secretary of State for the Colonies, London, and endorse it with the words, "City of Toronto, Canada."

I have the honor to be, Sir,
Your obed't. serv't.
R. T. PENNEFATHER.

To His Worship
The Mayor,
Toronto.

The foregoing Communication was referred, by the late Council, to a Select Committee, consisting of the Mayor, John Hutchison, Esquire, Aldermen Brunel, Manning, Mowat, Phillpotts, and Robinson, with Councillors Earl, Moodie, Ramsey and Sproatt. The Committee reported the following as the claims of the City of Toronto, and it was, in compliance with the instructions contained in the circular, transmitted to the Colonial Secretary, accompanied by several maps and photographic views of buildings and streets of Toronto, early in July, 1857.

MAYOR'S OFFICE, July 1st, 1857.

TO THE RIGHT HONORABLE
THE SECRETARY OF STATE
FOR THE COLONIES.

SIR,—

THE Governor General having called upon me to furnish Her Majesty's Secretary of State for the Colonies with a statement of the grounds upon which Toronto bases her claims to becoming the permanent Seat of Government for the Province of Canada, I have now the honour of addressing you in compliance with His Excellency's request.

In order to estimate the value of the arguments on which I rely for establishing the justice of the selection I am advocating, it is necessary to state the considerations which will naturally influence Her Majesty's Government in determining upon the selection of a

site for the permanent Capital of Canada. In doing so, I have endeavoured to approach the question in a broad and extended view of those interests which concern the whole Province, uninfluenced by the supposed claims of any particular locality to especial consideration, for this city repudiates the idea that it has any pretensions to the distinction of continuing to be the metropolis of this vast dependency of the British Crown, other than those based upon an enlarged and prospective view of public policy, convenience and justice to the people, considered as one great body of British subjects, without regard to national distinctions, which time is rapidly obliterating.

Among the considerations which may be presumed to influence the determination of this important question are—

1st. The convenience of the people to be governed, keeping in view the direction in which the settlement of the unoccupied territories is advancing, as indicated by past experience. The extent and availability of those territories for the purpose of colonization. And also the commercial energy of the people as evinced by their commercial wealth and enterprise.

2nd. Economy.

3rd. The defence of the capital in the event of war with the adjoining States.

Although the exigencies which may arise during a state of war are not to be disregarded, it appears just to give the greatest importance to the considerations first named, and in relation to them I shall confine myself strictly to facts deduced from official documents, which, without doubt, are within the archives of your office.

When the Union of the two Provinces was consummated, the districts bordering on the waters of Lake Ontorio at its western extremity were looked upon as being conterminous with the western limits of Canada. In 1843, the population of the two Provinces numbered 1,190,867, and of these there were in the Home District, (in which Toronto is situated) and westward of its eastern boundary, only 275,081, being 23.1 per cent of the whole population.*

* See Statistics published in "Bouchette's" Map, 1843.

In 1851, by the census then taken, the population of United Canada was found to be 1,842,265, and of these there were to the westward of the same line, 579,524, being 30.3 per cent. of the whole, and exhibiting an increase in eight years of 110.6 per cent. west of the supposed line of demarcation, and only 37 per cent. eastward of it. A similar rate of increase, if maintained, would, in 1859, make the population west of Toronto, 1,220,477, and east of it, 1,729,955, while in 1867, just ten years hence, a similar ratio of increase will give a population west and east respectively, of 2,570,324 west, and 2,370,038 east.

In like manner, if we estimate the density of population embraced within circles described with equal radii, and having the various competing cities as centres; by the ratio of increase indicated by the census of 1851, as compared with that previously taken, we find that, in 1859, within a radius of

	50 MILES.	100 MILES.	150 MILES.
* Toronto will have.....	596,992	1,118,578	1,460,558
Montreal will have.....	551,667	841,185	1,182,868
Quebec will have.....	251,262	425,523	897,423
Ottawa will have.....	234,969	544,242	1,179,810
Kingston will have.....	180,646	521,383	833,567

Thus satisfactorily proving that within two years (as in all probability it now is) Toronto will be the centre not only of the greatest wealth, but the greatest number of inhabitants.

As the above calculations are based upon data obtained from official documents, and represent a period of eight years, four of which were years of extraordinary depression, and inasmuch as the progress of settlement in the adjoining States exhibits parallel results, I can discover no reason for questioning the correctness of the deductions drawn therefrom. But doubts, however unfounded, may arise as to the extent of territory available for agricultural purposes, west of this city, being sufficient for so large a population

* These figures are arrived at by increasing the population in each district or county included within the limits named, in the ratio of increase shewn by the census of 1851, and those previously taken. These ratios vary from 13 8-10ths per cent. per annum for the districts west of Toronto, down to 3 68-100ths for the district of Montreal.

as I have indicated, without checking the ratio of increase on which my figures are founded, by ceasing to afford the requisite inducements to settlers, as will presently be seen no such, check is likely to occur.

I shall hereafter refer to the Red River Settlement, and the Hudson Bay Territory, and their probable future connection with this Province; but for the present I shall confine myself to the boundaries of Canada as usually exhibited on maps. Thus United Canada extends from the 64th to the 91st degree of longitude west of Greenwich, and from the 42nd to the 51st parallel of north latitude. Toronto is in longitude 79° 25″ west, and nearer as regards the east and west limits of the Province to the geographical centre of the country to be governed, than any of the cities mentioned in connection with this question, and if we exclude from our argument the sterile coasts and territory bounding the Gulf of St. Lawrence, it will be found that this city lies in fact somewhat to the eastward of the centre; especially will this appear if we exclude all territory which lies to the north of the mean temperature of Quebec, (i. e. 41 of Farenheit) as we might justly do for all practical purposes of colonization. In this way the number of square miles of territory east of the meridian of Toronto would be reduced to 85,690, and west of that meridian there would be 180,484 square miles.

That the isothermal line of 41° of mean temperature which passes through Quebec is deflected by the influence of the great inland seas far to the north of the assumed Canadian Territory, is an important fact, inasmuch as the moderate temperature which prevails over the vast tract of finely timbered lands lying to the north of Lakes Huron and Superior, is a guarantee that an early period will see them settled by an agricultural population who will not only be able to supply the wants of those engaged in mining operations on the shores of these lakes, but will have a large surplus of cereals for exportation to Europe.

Recent explorations through the territory alluded to, have proved it to be well adapted to colonization, and capable of immediately

affording vast and almost unlimited supplies of timber of the finest quality.*

In fact, therefore, the territory westward of the meridian of Toronto is greater in extent than that to the eastward of it, and if we take into consideration the vast prairies (and the magnificent uplands drained by the Saskatchewan and other rivers) within the British possessions, and if we add to the importance of these the value of the vast coal fields and other mineral resources between this Province and the Rocky Mountains, and bear in mind that the line of mean temperature before mentioned still tends towards the north as we advance westward, we shall be forced to the inevitable conclusion that the present generation will see interests in existence about the shores of Lake Superior, equal in every respect to those which now render the trade of Lakes Huron, Erie, and Ontario, so important an item in the commerce of America.†

Apart from all these, however, the fertile districts of the western Peninsula, already surveyed and in a course of settlement, afford abundant space for a population far greater than I have indicated, without any portion of it becoming more thickly settled than the counties lately constituting the County of York now are; it is abundantly evident therefore, that both as regards population and territorial extent, this city occupies a more central position than any other city named as likely to be selected for the seat of government.‡

It has been justly held that where Railways are in existence, the activity of the traffic over them may be fairly taken as the exponent

---

* See Commissioner of Crown Lands' Report for 1856, pages 37 & 38. Also appendix to the same, pages 262 & 271.

† See Report of Commissioner of Crown Lands for 1856, pages 40 to 47.

‡ In 1848 the population of the Home District in the County of York was 106,352. In 1851 it was 135,111. Increase, equal to 9 per cent. per annum, 28,759.

By the above rate of increase the population of the Home District or County of York is now 207,070. The number of square miles according to Bouchette, in the Home District is 2,064. Number of inhabitants to 1 square mile 100 3-10ths. The number of square miles in the districts west of the east limit of the Home District or County of York, already surveyed, is 27,671. The population would therefore be equal to 2,775,401 if as thickly settled as the county constituting the old County of York or Home District.

of the energy and enterprise of the inhabitants, as well as of the commercial, agricultural and other capabilities of the country and people.

If we apply this test, we shall find it an overwhelming evidence of the fact, that in all these particulars, the west is far in advance of the east; for, not only in the gross amount earned per week, but in the average earnings per mile, the Railways west of this city exhibit returns both in the former and latter respect nearly three times as great as those exhibited by the Railways east of it.*

It is difficult to separate from the gross amount returned, those portions either of exports contributed, or of the imports consumed by any section of the whole country, but it is certain that much of both which appear in the official returns as entered at the Custom Houses of Quebec and Montreal, is for account of that part of the Province west of and bordering upon Lake Ontario. In tracing the exports, however, no insuperable difficulty exists, inasmuch as the quantities passing the St. Lawrence Canals are a fair test of all the important quantities leaving this part of the Province.

Referring to the trade and navigation returns recently laid before Parliament, we find that the total quantities of wheat and flour exported in 1856 were equivalent to 9,491,531 bushels of wheat, (1,186,441 quarters); of this there were apparently due to Quebec

---

* The number of miles west of Toronto which gives returns are—

Great Western and Branches.....	283	miles—	Last	weekly	returns	£12,250
Ontario, Simcoe, and Huron.....	95	"	"	"	"	1,750
Erie and Ontario, (estimated).....	26	"	"	"	"	250
Buffalo and Goderich.....	90	"	"	"	"	951
Grand Trunk.....	86	"	"	"	"	1,750
Total.....	580	miles—	Total	weekly	returns	£16,921

Being equivalent to £29 2-10ths per mile per week. East of Toronto only the Grand Trunk has published returns: the latest of these available here are those laid before Parliament, which shew that on 614 miles within the Province, the average earnings per mile per week, for the half-year ending 31st December, 1856, were £8 11s. 11d.; during the same period, the average earnings over the whole line were £14 3s. 7d. For the week ending April 4th, 1857, the average earnings per mile per week were nearly £16; but the earnings on the various sections of the road are not separated. If that part of the line east of Toronto and within the Province participates equally in the general increase, the earnings per mile per week would be £10 8s. 4d. on the 614 miles above mentioned, and for the week £7,400 18s.

and Montreal, 2,002,122 bushels, (250,265 quarters) but by reference to the quantity of wheat and flour passing downwards through the canals, we find that after deducting from that quantity the wheat from the United States Ports, this part of the Province not only contributed all the wheat exported, but no less than 2,064,606 bushels, (314,117 quarters) for the consumption of the inhabitants east of the Ottawa.*

If we extend our investigation on this point to other articles of export, we shall find cognate results in every article exported except timber, and even in this the enquiry reverses the opinion commonly held in Britain, that the products of the forest are chiefly due to the country lying east of the Ottawa; and it is susceptible of demonstration, that of the £3,146,446 cy. reported as the value of the exports from Montreal, Quebec, and the lesser sea ports of the Province, fully one-half has been contributed by the western portion of the Province, while of the remaining half no insignificant proportion has been drawn from the American States bordering on Lake Michigan. In like manner it can be shewn that a very large proportion of the imports via the St. Lawrence which appear in the returns from Montreal and Quebec, are consumed west of Kingston, inasmuch as the returns of freight upward on the canals below this city indicate that more than half the tonnage reported inwards at the lower ports is re-shipped for the western districts of Canada. It follows, therefore, that of the total imports, amounting in value in 1856, to £10,896,096, fully £7,000,000 currency have been for the service of the inhabitants west and north of Lake Ontario. This conclusion is sustained by the ability of the people to purchase

---

* There passed down the St. Lawrence Canal in 1856—

41,837 tons of wheat, being equal to.....	.....1,581,915 bushels.	
69,572 tons, or 695,720 barrels of flour, equal to...	3,478,600 bushels.	
Making a total of.....		5,060,515
From United States Ports there were imported at Montreal and Quebec.....	545,652 bu. wheat.	
And 89,627 barrels of flour, equal to.....	448,135 bu. wheat.	
Total.....		993,787
Received at lower ports from west of Prescott.....		4,066,728
Exported from lower ports, Quebec 83,931 barrels of flour, Montreal 189,438 barrels of flour, total 273,369, equal to.....	2,004,122	
Left for consumption in districts east of the canals.....	2,064,606	
		4,066,728

the imported luxuries of life, and the Statistics of the annual creation of wealth in the various sections of the Province, considered with reference to the same dividing lines as were assumed in relation to population, indicate results even more conclusive as to the westward tendency of wealth than were shewn when considering the direction of the increase of population.

With reference to the economic bearing of the question, our arguments should have a wider application than to the mere construction of public buildings—they should apply to the effect which the determination of the question will have on the economy and convenience of that portion of the whole people governed, who have occasion to resort to the Seat of Government for the transaction of business.

And this again has an intimate connection with the facilities afforded by the travelled routes over which the metropolis may be reached.

A glance at the map attached to this communication will shew, that while all the cities claiming the honour of being selected (except Ottawa), may be approached by navigable waters and by railway, Toronto is the only point upon which several railways converge, it being already the centre of no less than four important lines; and at a period not far distant, other important railways already projected, and having Toronto for their terminus, will be brought into existence; nor should it be lost sight of, that one of those railways—a work especially promoted by this city, and the first opened for traffic—connects by the shortest possible link the waters of Lakes Huron and Superior with those of Ontario, and thus affords the most direct access to those regions in the great North-west previously alluded to, and which are now exciting so much attention, not only here but in the Imperial Parliament.

I have already drawn your attention to the comparative activity of railway traffic east and west of this city, to the greater and more rapidly increasing amount of business transactions, and to the relative number of the whole population interested in obtaining cheap and convenient access to the metropolis.

By reference to that part of my communication, it will be made

evident, that if the selection falls either upon Kingston, Montreal, Ottawa, or Quebec, the greatest proportion of the people will be placed at the greatest distance; while if it falls on Toronto, the Counties most densely peopled, and where the greatest business activity exists, will be brought within a minimum distance.

This fact becomes all-important, when we reflect that great numbers of the people have occasion to resort to the Seat of Government on business connected with the Crown Land Department, and that of the whole business transacted in that office, ninety and a half per cent. of the lands sold, and ninety-six and eight-tenths per cent. of the value, was, during the last three years, due to that portion of the Province west and north of Toronto. That such is practically the fact, could not be doubted for one moment by any attentive observer of the people who have resorted here from a distance since the Government has been established in this city.*

If the same proportion obtain in reference to other classes—and all circumstances justify such a conclusion—it follows that, with the Seat of Government at Toronto, the economy of the majority of those governed will be best consulted; so again, in relation to the minor consideration of public buildings, none are in existence elsewhere—having either been destroyed by the populace, as in Montreal, or by fires originating in unaccountable causes, as in Quebec; but in Toronto, not only does the Government hold abundance of land for the purpose, but buildings amply sufficient

---

* Number of acres sold in 1854-'5-'6—

In Upper Canada	2,040,621	90-5 per cent.
In Lower Canada	225,621	9-5 per cent.
Total	2,266,242	100 per cent.
Collected in Upper Canada	£547,133 cy.	96-3 per cent.
Collected in Lower Canada	£ 21,423 cy.	3-7 per cent.
Total	£563,556 cy.	100 per cent.
Balance in Upper Canada	£956,443 cy.	3-2 per cent.
Balance in Lower Canada	£ 32,007 cy.	96-8 per cent.
Total	£988,450 cy.	100 per cent.

[See Report of Commissioner of Crown Lands, Appendix, page 10.]

for its wants are already erected and occupied, representing an immediate saving of at least half a million of money—an item of no small consequence to a Colony whose debt, in proportion to its revenue, already exceeds that of the mother country.

It is not necessary for me to occupy time in discussing the capability of Toronto and the surrounding country for offering resistance to an enemy in time of war, inasmuch as Her Majesty's Government is undoubtedly in possession of the best military opinions on that part of the question; but to such circumstances in this connection as are most obvious to a civilian, I may be permitted briefly to direct your attention.

That Quebec may be considered impregnable is now a generally received opinion; and such being the case, that city would have no competitor, were the question to be determined solely with reference to military defence; but the chances of war are, it is believed, and hoped to be, so remote, that it would be unreasonable to allow such a contingency to override the convenience of the whole country, especially now when, if a war should unfortunately occur, the railways afford every facility for the rapid transportation of the archives of the Province to the chief military stronghold, if such a course should be deemed necessary.

In comparison with any of the other cities which His Excellency has called upon to state their claims to becoming the permanent Seat of Government, it is confidently asserted that Toronto is best capable of defence. Montreal is within an easy day's march of the frontier, and no defensible position intervenes until the River St. Lawrence is reached,—and in winter this may be crossed on the ice by the heaviest artillery, or in open boats in summer. Kingston is immediately on the frontier; and, as at Montreal, the St. Lawrence may be crossed in open boats in summer, or on the ice in winter. Ottawa is within forty miles of the frontier, and no defensible position intervenes.

This city, on the contrary, is one hundred miles by land from the national boundary, where either the steep banks of the river or the rapid current renders a passage at all times extremely difficult; but even if passed, the strong position of Stony Creek—

the scene of the ignominious defeat of the United States forces in the last war—has to be passed; and subsequently, the position at Burlington Heights, which may be counted as impregnable, if defended by a similar force to that which occupied it during the War of 1812.

With the command of the lakes, an enemy might assail Toronto by water; but the same applies to all other places along an extended frontier. This, however, is of small moment, when we take into account the fact that our Provincial canals give access to all the lakes for a numerous fleet of gun-boats, which could be despatched from Britain on the first appearance of hostilities, and which could effectually prevent the creation of a hostile fleet in those waters, and at once assume that position of superiority on these great inland seas which Her Majesty's fleets have never failed to sustain on the ocean; and, inasmuch as Toronto possesses a harbour open at all seasons, this arm of defence would be at all times available.

Apart, however, from all these considerations, Toronto might, if occasion required it, be rendered as safe as Quebec itself. The late war has demonstrated that stone walls are not essential for defensive works; and with the gallantry and loyalty which now animates Her Majesty's subjects in this part of her dominions, defences would rise as rapidly as the earthworks did at Sebastopol, wherever a necessity for them might exist, and would be defended with equal pertinacity.

But I believe the time has passed when the defence of the capital should be held to be of prime importance; such reasoning is only applicable to despotic countries, where serfs are to be awed into submission: here, where every arm would freely rise in defence of the Crown and its rights, such arguments may be safely dismissed.

A desire to confine this communication within reasonable limits has induced me to omit reference to many points which will, doubtless, have weight with Her Majesty's advisers, and will exert a favourable influence towards this city; but they will be referred

to by the gentlemen who have undertaken to use our arguments with you in person, namely, the Hon. J. H. Cameron, M.P.P., the Hon. H. J. Boulton, and G. W. Allan, Esq.

I have the honour to be,

Sir,

Your obedient servant,

(Signed,) J. HUTCHISON,

Mayor.

OXENDON, NORTHAMPTON, 18th Oct., 1857.

SIR,—

I herewith enclose to you a "memorandum" on the important question on which I had the honour to converse with you, for a very few minutes, on the 30th ult.

As the facts and figures it contains must be left to speak for themselves, I have nothing whatever to add respecting them, or the result to which they apparently arrive.

But, as many of the opinions which have been submitted to you, as to the selection, by Her Majesty, of the capital of Canada, must inevitably, more or less, have proceeded from self-interested candidates, I deem it due to myself to inform you that I have not, and never have, possessed an acre of land, a shilling's worth of property, or the smallest share of the canals or railways of Canada, and that, excepting Chief Justice Sir John Robinson, who has not written one word to me on the subject, I have not a correspondent in the country.

My opinions, as contained in my "memorandum," rest, therefore, merely on the knowledge of Canada and its people, which I had an opportunity of acquiring during the years 1836, '7, and '8, when most unfortunately for my own interests, I was required to administer the Government of the Upper Province.

As an Officer of Engineers, I had occasion then to reflect on the defences of the country, and during the last fortnight I have been studying the "Census of the Canadas for 1851—1852," "The Report of the Commissioner of Crown Lands of Canada for the year 1856," and some other printed documents.

You are aware that I have received no assistance from your office; and, excepting brief answers to a very few queries which I sent by post to the Hon. Mr. Boulton and Mr. Merritt, M.P.P., who yesterday read my memorandum, and pointed out three very trifling mistakes, which I have corrected in red ink, I have had no private communication with any one.

I have the honour to be, Sir,

Your faithful and obedient Servant,

F. B. HEAD.

The Right Hon. H. Labouchere,
Her Majesty's Secretary of State for the Colonies,
&c., &c., &c.

MEMORANDUM,

Endeavouring to demonstrate the locality in Canada which, for the general benefit of the Province, and of the Empire, should be selected as the Capital.

BRITISH AMERICA.

The British possessions in North America, according to Alison, amount to 4,109,630 geographical miles, of which 1,340,000 square miles are water. The terrestrial globe embraces about 37,000,000 square miles—so that British America (which exceeds the area and territories of the United States by 939,000 square miles) contains nearly a ninth part of the whole terrestrial surface of the globe.

As, however, the atmosphere in which we live, and which is computed to be about equal in weight to a globe of lead of sixty miles in diameter, at two miles height is scarcely dense enough to bear up the clouds, at a height of six miles becomes too thin for respiration, and at a height of fifty miles is of such rarity that it produces little or no refraction of the rays of light; so does the surface of the earth diminish in value as it approaches the sterile uninhabitable regions of eternal snow.

PROVINCE OF CANADA, VIZ. PART OF UNITED STATES



PROVINCE OF CANADA AND PART OF UNITED STATES.

Keeping the above fact in mind, it may be stated that, *in geography* the Province of Canada (exclusive of the Red River Settlement and Hudson's Bay Territory) forms very nearly a right-angled triangle, (see annexed sketch) of which the base, fronting the north, and lying in the latitude of Dover, is equal in distance to a line drawn from the northern extremity of Scotland, across the German Ocean, across Norway, across the broadest part of Sweden, across the Baltic, and up the whole of the Gulf of Finland, to St. Petersburg.

From this northern base to the opposite angle, or southern extremity of Canada, the distance is equal to a line drawn from Antwerp to the Pyrenees, or from the latitude of Dover to that of Rome.

Of the great Canadian triangle above described, more than four-fifths, forming the northern portion of its area, from the severity of its climate, and from other circumstances, ever has been, still is, and for a considerable time must remain totally uninhabited.

And yet of the remaining portion, which, practically speaking, forms the present Province of Canada, and which in reality is all that is represented by 130 members of the Provincial Parliament, the dimensions are very great. For instance, from the entrance of the River St. Lawrence to the western extremity of Canada the distance is equal to a line drawn from Falmouth to Gibraltar.

In each of the following brief descriptions, it will be deemed necessary, in order to determine the best locality for the capital of Canada, to draw a comparison, not between all the rival candidate cities, but between the Upper and the Lower Province; for if, when fairly weighed, the preponderant importance of either shall be clearly and indisputably established, the difficulties of selection will, of course, be greatly reduced.

CLIMATE.

In Lower Canada, the entrance of the River St. Lawrence is in the latitude of Guernsey.

In Upper Canada, the whole region may be said to lie between the latitudes of Bourdeaux and Valencia in Portugal, Toronto being situated about 480 miles to the south of Sidmouth in Devonshire. But in consequence of the vast territory on the north remaining uncleared, the whole of Canada is at present, in winter, about nine degrees colder than countries in the same latitude in Europe; and accordingly it appears from the printed emigration reports, that while the climate of Upper Canada has proved *attractive* to British emigrants, the intense cold of the Lower Province in winter has had an opposite effect.

In the last census of the Canadas, for 1851 and 1852, presented to both Houses of the Provincial Parliament, by order of the Governor General, the difference of salubrity between the climate of Upper and Lower Canada is thus described (vol. 2, page 28):

"The longevity of Canada West (Upper), when compared with that of other countries, speaks volumes of its general healthfulness; and it is most interesting to compare the ratios of death to the number of living in Canada and the United States; the number of the latter exceeding that of Upper Canada in proportion to the population, by about 36 per cent., and of Lower Canada by 25 per cent."

The difference of salubrity between the Upper and Lower Provinces being in favour of Upper Canada 11 per cent.

SURFACE OF CANADA.

The surface of Canada is composed of vast regions of land and of fresh water.

Land.—The statistics published, by and in the possession of the Provincial Government, indisputably shew, that of these regions of land by far the largest and richest portions are in the Upper Province; and that even on the west of Toronto there lies, cultivated and uncultivated, more rich land than exists in the whole of Lower Canada.

The comparative demand for, and marketable value of lands, in the Upper and Lower Provinces, are demonstrated in the Report of the Commissioner of Crown Lands for the year 1856, printed by

order of the Provincial Parliament, by which it appears, that in the year 1856, there were sold Crown lands:—In Lower Canada, at 2s. 3d. per acre, to the amount of £5,145 13s. 3d. In Upper Canada, at about 4s. per acre, to the amount of £52,319 9s. 4d., being nearly double the price, and more than ten times the amount of the land sold in the Lower Province.

Water.—The aqueous surface of Canada is composed of—

1*st. Four Lakes*, or Seas, belonging conjointly to Upper Canada only and to the United States, of the following dimensions:

Lake Superior—20 times as long and 4½ times as broad
Lake Huron—10 times as long and 8 1-5 times as broad
Lake Erie—13 1-5 times as long and 3 times as broad
Lake Ontario—8 1-5 times as long and 1½ times as broad
} as from Dover to Calais.

With the above is connected—

Lake Michigan (belonging to the United States)—13⅓ times as long and 4½ times as broad as from Dover to Calais.

These inland seas (of which the four that *geographically* divide Upper Canada from, or, commercially speaking, *connect* it with the United States, cover a surface of 150,000 square miles, forming the noblest inland channel of fresh water on the globe, communicate, as is well known, with the seaports of Montreal and Quebec by

2*nd. The St. Lawrence River*, which, in its course of 173 miles from Lake Ontario to Montreal, runs for 105 miles between Upper Canada and the United States, and for the remaining 68 miles between the former and the Lower Province.

It therefore appears that of the aqueous surface of Canada, as above described, the navigation of 150,000 square miles of inland lakes, and of 105 miles of the St. Lawrence, belong to Upper Canada, and the remaining 68 miles of that river conjointly to both Upper and Lower Canada.

It being true, it is moreover necessary to state that while the waters of the four inland seas of Upper Canada are unfrozen throughout the whole year, the surface of the St. Lawrence (which

connects them with Montreal) for five months is converted into ice capable of bearing the heaviest artillery, and this interruption of the navigation extends to so great a distance that, incredible as it will sound to those who have not reflected on the subject, the two sea ports of Lower Canada, for five months in the year, by solid ice, are removed from the liquid water, not of the sea, but of a portion of the St. Lawrence more than 200 miles from the sea, by the following distances:—

MONTREAL remains distant from liquid water, more than 12 times..... } the breadth of the British Channel between Dover and Calais.

QUEBEC remains distant from liquid water more than 4 times..... }

3. *The Ottawa River*, which, on the north of Upper Canada, and on the south of the Lower Province runs through a region of land, by far the greater portion of which is uncultivated; the navigation in winter is closed by ice; and in summer, on account of rapids, &c., it is restricted between Montreal and Ottawa City (formerly called Bytown) to boats suited to the dimensions of the Granville Canal—22 feet wide.

CANALS.

In Canada there are two Canals of great importance 1st. *The Rideau*, between Kingston and Ottawa, constructed by Great Britain, at a cost of upwards of a million. 2nd. *The Welland*, connecting Lakes Erie and Ontario.

Both these canals run through the territory of Upper Canada only.

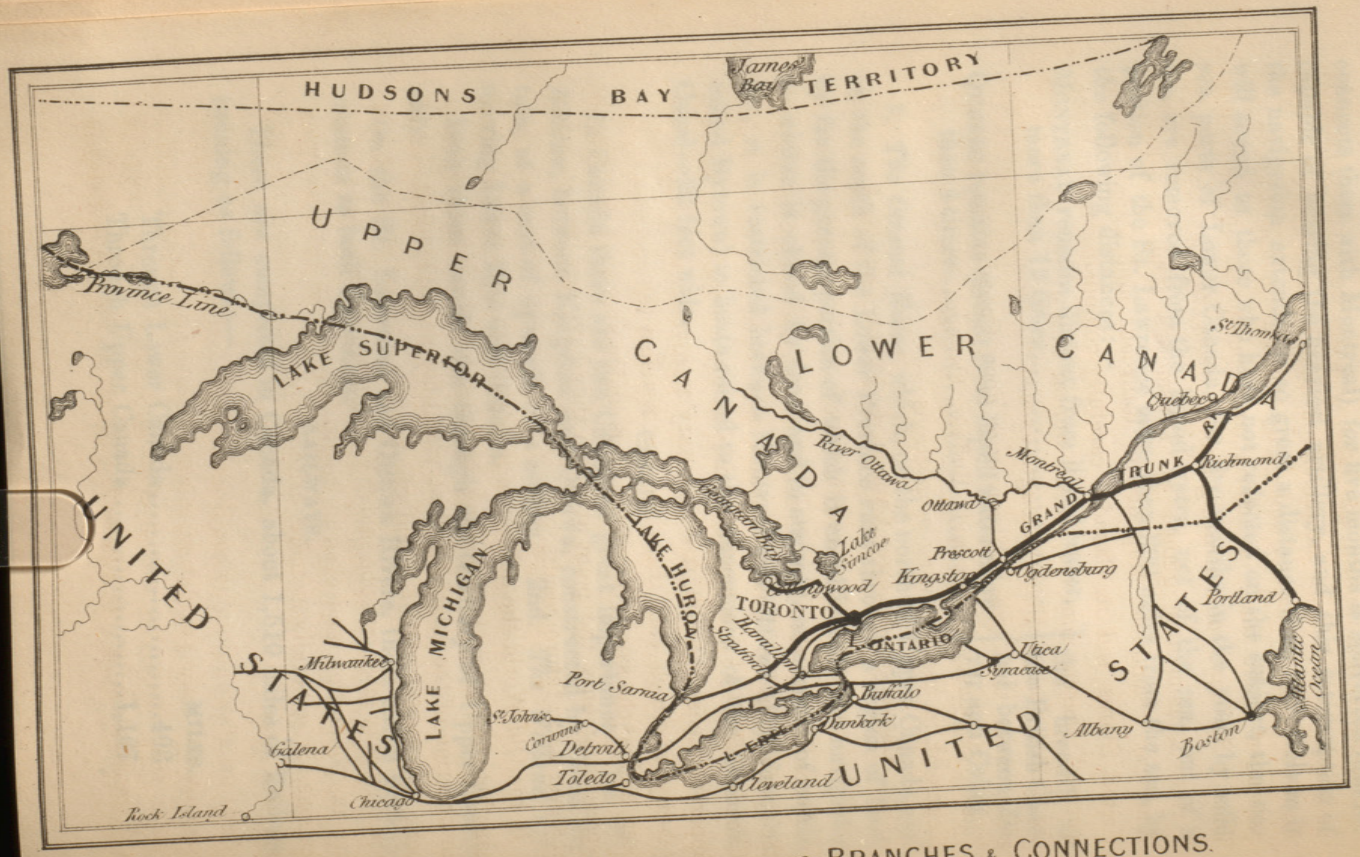
On the St. Lawrence and Ottawa Rivers, there exists Lockage common to both Provinces.

RAILWAYS.

There are completed in Canada, about 1,510 miles of Railway, running as follows:—

	MILES.
Through Lower Canada.....	403
Through Upper Canada	1,107

GRAND TRUNK RAILWAY OF CANADA AND ITS BRANCHES & CONNECTIONS
TYNE
MIDDLESEX
LINCOLN
ONTARIO



GRAND TRUNK RAILWAY OF CANADA, WITH ITS BRANCHES & CONNECTIONS.

But, as is well known, the value of a Railway depends, not on its length, but—1st. On the amount of the population and goods traffic of the towns it passes; and—2dly. On the amount of goods and passenger traffic that, in arterial and smaller streams flow along lines of Railway, concentrating upon it *from other countries.*

Now a moment's glance at Dinsmore's (the Bradshaw of America) "Complete Map of the Railroads and Canals in the United States and in Canada, carefully compiled from authentic sources," (hereto annexed) it will appear that of the Railways in the United States, which in length exceed the circumference of the globe, more than one half converge upon Canada, via Chicago, Toledo, Sandusky, Cleveland, Buffalo, Oswego, Ogdensburg and Richmond, in the following proportions:—

Converge on Lower Canada, $\frac{1}{8}$, Upper Canada, $\frac{7}{8}$.

POPULATION.

According to the last Census of Canada taken in 1851-2, the population of Lower Canada was then 890,261; Upper Canada, 952,004: but before coming to any conclusion as to these apparently equal results, it is necessary to investigate whether the velocity at which each Province has reached the same point, has been, and is, the same; for if not, it is undeniable that the figures representing only the point at which they have met, are no index whatever as to future results.

In the Old World the difference in population between two rival manufacturing towns in adjoining counties, may be considered as a fair criterion of the relative industry and commercial importance of each; but in the infant world of America, where of *every* new location it may most truly be said "Vires acquirit eundo," the difference in population and even in wealth between two neighbouring locations, is generally a mere criterion of the difference of their respective *ages.*

And thus, if two adjoining countries happen, at the present moment, to contain the same population, it would in America be as erroneous to infer that from that circumstance they would *continue* to be of equal importance, as, in England, it would be for a man living at

Weedon, half way between Birmingham and London, to infer, that because a luggage train which had started from the former city at 3 a. m., and an express train which had started from it at 3 p. m., passed his windows at the same time, they would *therefore* arrive at Euston Station at the same hour.

However, as regards the amount of population in the two Provinces, the figures and facts are as follows:

In 1763 Canada was added by conquest to the British Crown.

In 1774, on the passing of the Quebec Act, at which time the upper portion of Canada was one vast wilderness, there existed in Lower Canada, French inhabitants 80,000; 360 English families, (say 5 in each) 1,800; total, 81,800.

In 1791, when Canada was divided into two Provinces, the population of Upper Canada was 10,000; the population of Lower Canada, 120,000; being exactly twelve times as great as that of the Upper Province.

In 1825, the population of Lower Canada, (423,639) had become not quite treble that of Upper Canada (157,425.)

In 1850, the population of Lower Canada (890,261) was found to have become (61,743) *less* than that of Upper Canada, (952,004.)

From the census of 1852 it also appeared, that while the population of Lower Canada had, between 1825 and 1850, increased at the rate per cent. per annum of 2 8-10ths., that of the Upper Province had proceeded at the increased average speed of 7 per cent. per annum, and if these different rates of travelling continue, in the course only of nineteen years, the population of Upper Canada will be 3,443,000; Lower Canada will be 1,750,000; and thus in 79 years the population of the upper Province, from being 12 times as little, will have become more than twice as great as that of the lower; indeed the following extract from the census of Canada, (see Vol. 2. page 12,) shews that it has been progressing faster than that of the adjoining Republican States.

"It appears from Smith's Work on Canada, that the Huron district (in Upper Canada) has made more rapid progress since its first settlement in 1827, than the States of Ohio, Michigan and Illinois

did in double that time, or than Lower Canada did in 104 years; the latter is doubtless owing to the almost entire absorption by Western Canada of the vast immigration from Europe." In addition to the above there is another important fact to be considered. To the inhabitants of every young settlement in America, an ancient observation may, with a slight alteration, be truly addressed—

"Tempora si fuerint nubila, solus eris,
Cum Fortuna ridet, multos numerabis amicos."

So long as the new location remains clouded by the innumerable hardships that attend the clearance of the wilderness, few people feel disposed to approach it. But no sooner does it become prosperous than emigrants flock to it from all directions, and it is for this reason, that although British America is more healthy and contains richer land than the United States, yet the hardships of the younger country, as compared with the luxury and allurements of older settlements, have produced the following results." (See Census of Canada, Vol. II. page 7.)

Of the British emigrants who from 1843 to 1852 crossed the Atlantic in search of a new home, there settled in the United States 1,730,448 ; in all the British Colonies, 412,238.

Taking all the foregoing facts and figures into consideration, it is evident that as soon as the superior soil and climate of Upper Canada, shall, with the assistance of the Railways, make it as attractive to British emigrants as the United States, its population must inevitably exceed that of the lower Province, by a far greater proportion than that which the census of 1851-52 has already described.

RELIGION.

In the last "Census of Canada," it is stated (vol. II, page 46), that of the population of Lower Canada (890,261) there are belonging to the Church of Rome 746,866. That of the population of Upper Canada (952,004), the number of Catholics is 167,695. The proportion therefore of Catholics in Lower and in Upper Canada, is as 5 to 1.

Now as no man should presume directly or indirectly to assail the religion of his neighbour, and as on so sacred a subject words

but too often prove to be sharper even than weapons, it must very briefly be observed, that just as, without offending any one, it may be stated that the community of England is divided into men of business and men of pleasure; and that in London more business is transacted on the East than on the West side of Temple Bar, so in like manner may it be affirmed, that in Christendom do the Catholic portion of the community usually dedicate *more* time to their religion, and consequently *less* time to their temporal interests, than the followers of the Church of England or of any other Christian Sect.

The inevitable consequence has been, and is, that in Ireland, Spain, certain Cantons in Switzerland, South America, Lower Canada, and in short, wherever the Catholic religion has been, and is fearlessly, faithfully, and zealously maintained, agriculture in particular, and trade in general are found to be less vigorously pursued than in the United States, England, and other countries where commerce and money making of all descriptions engross, it cannot be denied, more time and attention than intrinsically belong to them.

RACE.

The boundless dimensions of the British Empire, on which it has truly been said that the sun never sets, demonstrate the indomitable energy of the Anglo-Saxon race. And yet, it is beyond the limits of the British Empire, that the same race have displayed, beyond all other inhabitants of the globe, an insatiable appetite for turning anything and everything within their reach into money, or as they term it into "Almighty Dollars."

But while in the United States, and to a less degree in Upper Canada, this state of extraordinary commercial excitement exists, the French race, in Lower Canada, are, morally speaking, distinguished by a calm contentment, which appears to forbid them to increase their wants, and which induces them in the tillage of their lands, and in their other daily avocations, to maintain the simple, primitive habits of their fathers.

In the general accumulation of wealth, this difference of race has of course produced its inevitable results; indeed, as a single instance

of the feeble attachment of the French "habitans" to the bustle and business even of their own capitals, it may be stated, that of the mercantile houses at Montreal and Quebec, at least 19-20ths of the importers and exporters are British.

COMMERCE.

In the first report of the census of Canada for 1851 and 1852, the wheat crop of Canada is stated to be nearly $\frac{1}{8}$th of that of the whole of the United States and Territories.

Now from the Trade and Navigation returns recently laid before the Provincial Parliament, it appears that in 1856 Upper Canada not only sent down the St. Lawrence, and through the United States, an amount of wheat equal to the whole amount of 1,186,441 quarters exported from Canada, but supplied the Lower Province with 314,117.

But by the railways which have lately been constructed, and which are now in progress, Upper Canada already is, and to a great extent will be connected, via her *western* ports of Collingwood, Goderich, Sarnia, and Windsor, with not only the greatest food-producing region in America, but (as will appear from the following abstract, published on the 3rd of January last at Chicago) in Europe:—

EXPORTS OF THE PRINCIPAL GRAIN PORTS OF THE WORLD COMPARED WITH CHICAGO.

NAME.	WHEAT, BUSHELS.	OATS, RYE, AND BARLEY.	INDIAN CORN.	TOTAL BUSHELS.
Odessa	5,600,000	1,440,000	.....	7,040,000
Galatz and Ibrella..	2,400,000	320,000	5,600,000	8,320,000
Dantzic.....	3,080,000	1,328,000	.....	4,408,000
St. Petersburg.....	.....	.....	.....	7,200,000
Archangel	.....	.....	.....	9,528,000
Riga	.....	.....	.....	4,000,000
Chicago (1854).....	2,644,860	3,419,551	6,837,899	12,902,310
Chicago (1855).....	7,115,250	2,000,938	7,517,625	16,633,813

Now, making the fullest allowance for the exaggeration which *may* exist in the above statement, it is evident, on looking at the

map of North America, that the Western District of Canada has justly been described as "a wedge" thrust into the heart of a foreign country of vast extent and unequalled capabilities.

The growth of the Western States of the Republic, coupled with their dependence upon the Eastern markets for the consumption of their surplus productions, invests all means of communication with an interest proportional to the facilities they afford for rapid and cheap transit. No wonder, then, that the West (United States), seeking the Eastern seaboard, should anxiously endeavour to secure a short route across the territory of Canada.

(It may here be observed, that almost the whole of this immense trade, which would naturally proceed *viâ* the St. Lawrence and Canadian railways to Quebec, is now, greatly to the injury of Canada, attracted through the State of New York, principally by the favour and support given by the British Government to the Cunard steamers.)

The late Comptroller of the State of New York, the Hon. A. C. Flagg, in his essay on internal communication, says, "The battle for the trade of the West must be fought on the lakes or those untaxed waters with which no other communication can compete."

It is evident, from the above, that the foreign trade of Canada with the six flourishing Republican States by which they are bounded, must become of vast importance. On referring, however, to the map, it will appear that, of this joint frontier of 800 or 900 miles in extent, more than four-fifths is in Upper Canada, and consequently less than one-fifth in the Lower Province.

And as the four lakes which have been enumerated (on one only —Lake Erie—according to a return from the Board of Underwriters at Buffalo, there are plying 128,245 tons of steamers too large to pass through the Welland Canal into Lake Ontario) belong geographically only to *Upper* Canada, it is undeniable that, in what may be called the immense, or "home trade," on these lakes, the *Lower* Province has but little share.

SUMMARY.

If the facts contained in the foregoing very brief description of



CENTRAL POSITION OF TORONTO IN CANADA

British North America, Canada, its climate, surface, land, inland seas, rivers, canals, railways, population, religion, race, and commerce, be fairly and impartially weighed, it will be evident to any one unbiased by local interests, that, of the amount of wealth, business, and commerce of Canada, the centre of gravity preponderates greatly beyond the base of the *Lower* Province, and considerably within that of the *Upper* one. And if, in addition to the figures which have been given, the Census of Canada for 1851-'2, the Reports of the Commissioner of Crown Lands for 1856, and the Returns of the Post Office and Railways, be carefully consulted, it will moreover appear that the heart or centre of the whole is as nearly as possible—

THE CITY OF TORONTO:

From which (see annexed map) arterial and smaller railways radiate on the *north-east* to Kingston, Montreal, and Quebec; on the *north*, to the Georgian Bay and Lake Superior; on the *west*, to Sarnia, Lake Huron, and Michigan; on the *south-west*, to London (Upper Canada), Detroit, and Chicago; and on the *south*, *viâ* Hamilton, to Buffalo, the great western entrepot of the commerce of the United States. Toronto is directly opposite to the Welland Canal and Railway, which connect Lakes Erie and Ontario; and is, moreover, as nearly as possible, in the centre of the Canadian and American *trade* on the fine inland seas or lakes which have been described.

ON THE DEFENCE OF CANADA.

It was well observed by the Chief Justice of Upper Canada (Sir John Robinson, Bart.,) in a volume in which he (as also the writer of this memorandum in another volume, both published in 1840,) emphatically warned the Imperial Parliament, "that the two Provinces of Canada, *united*, would form a territory much too large to be conveniently and safely governed by one executive government; that, as no power intervenes between Canada and the uninhabitable regions of the North, she must always have behind her the protection of an impenetrable waste."

With a foreign nation numbering 26 millions of people interposing between her and the Atlantic, with but one outlet to the Ocean, closed for more than five months in the year; she can never become

a naval power, and, therefore, can never protect her commerce against the weakest maritime nation in Europe. Canada consequently requires precisely that protection which the naval superiority of Britain has power to impart.

Putting, therefore, out of the question all feelings of loyalty, and all obligations of duty, Canada, and our other North American Colonies, well know, that if their independence were granted to them they could not maintain it, and consequently that they have no alternative but to continue the favoured Colonies of Great Britain, protected by her fleets and armies, and participating freely in her trade, aided by her capital; or to become a member of that unfortunate mixture of freedom and slavery which characterizes the American confederacy.

As the British Crown has already ceded to Canada the whole of her casual and territorial revenues, together with all her church and other lands, and as the Government is virtually entirely in the hands of the people, who, by an act of the three branches of their Legislature, can almost constitutionally proclaim their separation from their parent country, whenever they choose, there exists no necessity for "rebellion," and consequently, on the part of England, no necessity to provide against it.

The only enemy to assail them are the people of the United States; and as these people are peaceably engrossed in commerce, —as they do not fortify their frontiers,—as they scarcely maintain any army,—as their thriving cities on the inland lakes and on their seaboard are not disfigured by guns or fortresses,—and as they well know that an invasion by them of Canada would bring war upon their vessels and commercial cities throughout the aqueous surface of the globe, it might be deemed invidious for Canada to provide, to any extent, hostile defence; for, not only are Canada and the United States, by their joint railways, inland navigation, and "through traffic," bound by an enormous penalty to keep the peace, but as, in case of war with Great Britain, the latter, on their seaboard and Canadian frontier, would lose so much more than England, by attacking cities with fire and sword,

they probably would not be disposed to set the example; still, however, it is undeniable that, as regards the defence of Canada, all reasonable precaution should be taken.

QUEBEC.

In the opinion of military men, there can exist no doubt whatever, that Quebec (although for five months in the year more than 100 miles from liquid water) is the Sebastopol of British North America, and *à fortiori*, of Canada.

From its impregnable fortress could be transmitted arms and ammunition, to any amount that could possibly be required; and in case of unexpected and overwhelming aggression, Her Majesty's Governor General, the Queen's troops, and the archives of the Province could remain there in perfect security, until the determinations of Great Britain, whatever they might be, could be carried into effect.

On the other hand it must be observed, that Quebec is as far from Toronto, (the centre of Upper Canada) as Coblentz on the Rhine is from Bristol.

That again, Toronto is as far from the western extremity of the upper Province, as is London from Brussels; and as of this immense line of joint frontier, between Canada and the United States, the two countries for 340 miles are separated only by a river, averaging two miles in breadth (studded with islands), the whole of which throughout the winter can bear the heaviest artillery, it is evident that Quebec, situated at the eastern *extremity* of this frontier line, is no more capable of protecting, say Toronto, from sudden assault, than the fortress of Ehrenbreitstein at Coblentz would be capable of preventing a hostile army from crossing the Severn to attack Bristol. And yet the immense line of frontier described, is little more than one-half of the whole of the boundary which separates Canada from the United States.

Now it is but too evident that to attempt to fortify the whole, or even parts of such a line, would be impracticable; and consequently the whole must (generally speaking) remain as unprotected by fortifications, as the opposite frontier of the Republic.

Upon what, therefore, it will be asked, has the Province of Canada to rely for protection against invasion by the United States?

To this important question she may proudly and confidently reply, "The energy and bravery of our people."

The fighting portion of the population of the Province, form its natural defence; and, consequently, the citadel of the whole country, or in other words, the *military* heart of Canada, is that point, wherever it may be, at which, and from which the fighting portion of the population can, either centripetally, be most easily assembled; or centrifugally, be most easily despatched to whatever point their services may be required.

THE CAPITAL OF CANADA.

On the locality in Canada, which for the general interests of the Province, and of the Empire should be selected as its Capital:

In Theory, it might naturally be supposed that the capital of every country ought to exist as nearly as possible in its centre.

In Practice, however, the opposite rule has been followed—Dublin, Edinburgh, London, Paris, Lisbon, Stockholm, Copenhagen, Amsterdam, Berlin, St. Petersburg, Constantinople, and Washington in the United States, being all, either on the outside, or at an extremity of their respective countries. Indeed, as a negative proof, it may be remarked, that Madrid, the only centrical capital, is in the least flourishing country in Europe.

In India, the Great Mogul reigned internally in Delhi, as the Emperor of China still reigns in Pekin; but in the one country, Calcutta, and in the other, Canton, both on the outside, are the real capitals.

As it would be absurd to suppose that in a living animal, the heart could exist at any other point than at the termination of its arteries; so must the heart or capital of a country necessarily exist in the centre of its business, and of its commerce; or, in other words, at the termini of its main arterial railways and lines of water communication, which in the map of every country, are the real indices or exponents of both.

Now it is impossible for any unprejudiced man to study the map of Canada, without perceiving, that almost the whole of the main arterial lines of railway, (especially those of the Grand Truuk and Great Western) and of Lake Navigation converge upon or diverge from Toronto, which, as has been already shewn, is not only in the centre of the best land, the commerce, and the business of the Province, but is also *the heart* of that fighting portion of it, which in case of invasion by the United States would form *its only defence*.

This is no idle theory. In the Rebellion and invasion of Canada by the American people, armed with the muskets and artillery of their government, in 1837-8-9, Toronto by two Lieutenant Governors was maintained as the point of civil government and of military rendezvous; and if, from every direction in the depth of winter, the fighting portion of the population hurried through the wilderness to it on foot, at a moment when the whole of her majesty's troops were concentrated in the lower Province, how much easier could they be assembled by the railways which from Toronto now radiate in almost every direction.

In the City of *Toronto*, which for nearly half a century has been the Seat of Government and Metropolis of the Upper Province, and latterly of both, there exist, ready made, a suitable residence for the Governor General, a Parliament House, Public Offices, Barracks, Banks, and the other various requirements of a Capital. As regards its military position, it is a hundred miles from the United States by land, and once and a half the distance from Dover to Calais by water.

In case of war, *Toronto*, like all the other lake cities of Canada and the United States, would be liable to be attacked by vessels of the most powerful of the two Naval forces whichever that might be. But before such an event could occur, it would no doubt be deemed prudent to collect artillery, throw up earthworks, and transmit by Railway to an inland position of perfect security, all public archives of importance.

As regards the position of the other candidate cities, a very few remarks will, it is believed, suffice.

KINGSTON.

Of all of them Kingston would be the most unsafe, in consequence of its being divided from the United States only by the St. Lawrence, which in summer could be crossed by boats, and in winter, in less than an hour, at any time by day or night, on ice.

MONTREAL.

The populous, wealthy, and important metropolis of the Lower Province, not only lies within a day's march of the United States, but at the eastern extremity of 173 miles of the St. Lawrence, which studded with Islands and averaging only two miles in breadth, could throughout the greater portion of that distance be crossed with the greatest facility by the enemy, who, by cutting the electric telegraph, breaking up the rails and destroying the lockage of the navigation of the St. Lawrence, could completely isolate Montreal from that fighting portion of the population which throughout the Province, constitutes its main defence.

QUEBEC.

Of the impregnable fortress and City of Quebec which, like Montreal, is connected by railway with Portland, Boston, and New York, it may briefly be said, that on account of its position as a metropolis, and even as a citadel, it is (especially during winter) "*hors du combat.*"

OTTAWA.

Of all the candidate cities, *Ottawa*, formerly called Bytown, would be the most inefficient for the capital of Canada.

In a northern and secluded locality, cut off from every arterial line of railway in the Province, and removed also from the navigation of the St. Lawrence, except by a branch railway, greater in length than between London and Brighton, *in time of peace*, it would be utterly impracticable to govern and transact from such a point, the commercial business of the Province; especially that connected with the sale of public lands, as also with the valuable

"through" and "home" traffic which exist between the cities on the five great lakes, and the vast corn-growing region of "the great west." Ottawa, it is true, communicates with Montreal, by the lockage of the Ottawa River; with Kingston by the lockage of the Rideau Canal; and with Brockville on the St. Lawrence, by the long branch railway already described. But, *in time of war*, of these three communications, the termini of two in the course of an hour, and of the third in the course of a day, might be in the possession of the enemy, who, of course, would also cut the wires of the electric telegraph. And as the St. Lawrence for 85 miles east, and for the same distance west of Brockville, could be crossed by them at *any* point, assistance by troops from Toronto might be either seriously impeded or totally cut off; and the Provincial Parliament would then feel that it would be infinitely better for them "to dwell in the midst of alarms" than reign in a desolate region, cut off from the wealth, commerce, business and fighting population of the Province.

Actuated by the intense feelings with which the great cities situated on the main arterial or Trunk Line, are seeking, on the one hand, to be selected, and on the other to combine together against any one rival, it is probable that for a moment the majority would be less annoyed by the success of Ottawa, than by that of any of their great competitors. But though by order of Government, trade may occasionally be diverted unfairly from one sea port to another, yet in the selection of a capital for a great country, it is confidently submitted that the laws of nature must be implicitly obeyed, and that in the language of Holy Scripture "where your treasure is *there* will be your heart also."

TORONTO.

Now by figures and facts which it will not be easy to gainsay, it has been shewn that as regards the wealth, business, commerce, and military defence of Canada Toronto is the heart of the Province.

As regards its *locality*, as a convenient point of rendezvous for the 130 members of the House of Assembly, and the 48 Legislative

Councillors, who form the Provincial Legislature, the following figures will shew in that respect, a very remarkable resemblance between Toronto and the position of the Houses of the Imperial Parliament of Great Britain.

DISTANCES.

From London to Inverness	572	miles.
" " Aberdeen	508	"
Averaging 540 miles.		
From Toronto, to the northern city of Quebec	501	"
From London to the metropolis of Edinburgh	400	"
" Toronto " " Montreal	333	"
" London to York City	189	"
" Toronto to Kingston	160	"
" London to Birmingham	112	"
" Toronto to Huron	95	"
" London to the west part of Bristol	112	"
" Toronto to the west part of Sarnia	172	"
" London to Liverpool and Great Western Ocean	202	"
" Toronto to Detroit and regions of the "Great West,"	221	"

CONCLUSION.

In the selection by Her Majesty of the city which is to form the *Captital* of the Province of Canada, the inhabitants of the six great Republican States, which form its frontier, are vitally interested. If the heart of this magnificent British Territory be deliberately inserted unscientifically in the wrong place, it will be physically, morally, and politically *impossible* for its wealth and commerce to maintain a healthy circulation. For the disease that must ensue, the people of the United States will offer to the people of Upper Canada, as the only remedy—"Annexation."

(Signed) F. B. HEAD.

Oxendon, October 18, 1857.

PUBLIC SCHOOLS, CITY OF TORONTO.

REPORT

OF THE

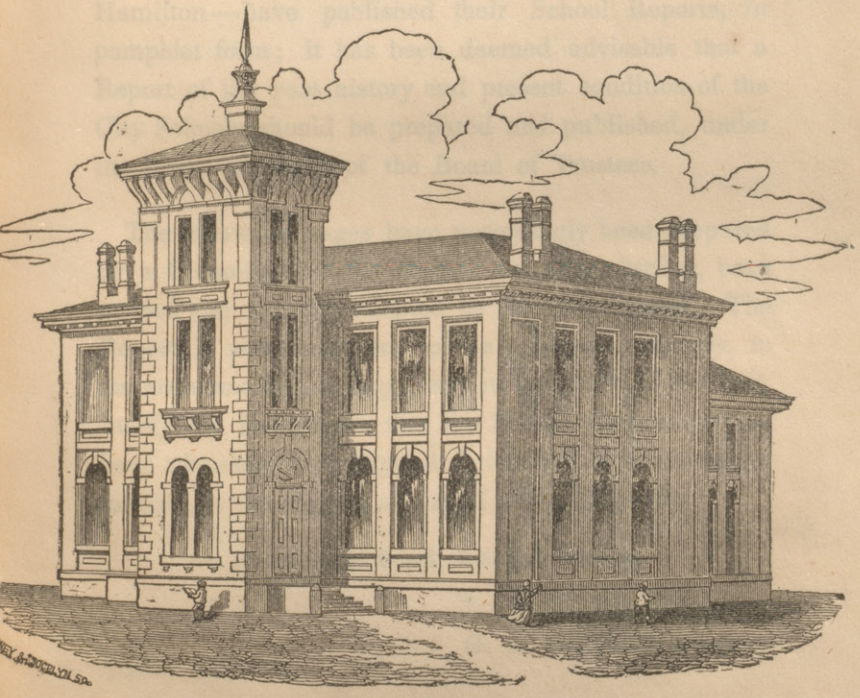
Past History, and Present Conditon,

OF THE

COMMON OR PUBLIC SCHOOLS

OF THE

CITY OF TORONTO.



TORONTO: LOVELL & GIBSON, YONGE STREET. 1859.

PREFACE.

As beyond the ordinary Statistical Report annually sent in to the Chief Superintendent, no further information than the publication of the School Accounts has been officially given to the Ratepayers of the City; and as nearly all the Cities in the State of New York, and, in fact, some of our own Canadian Cities—particularly Hamilton—have published their School Reports, in pamphlet form; it has been deemed advisable that a Report of the past history and present condition of the City Schools should be prepared and published, under the direct authority of the Board of Trustees.

The following pages have accordingly been prepared by a Committee of the Board, and have, further, been revised and formally adopted by the Board itself. The Report is now submitted to the Citizens generally, in the not unreasonable hope that its perusal will not only satisfy the Ratepayers that the School Assessment has been advantageously expended, but will induce a larger interest in the School affairs of this rising City.

On behalf of the Board of School Trustees,

J. G. BEARD, *Chairman.*
G. A. BARBER, *Secretary.*

Toronto, May, 1859.

NAMES OF GENTLEMEN

WHO HAVE BEEN

SCHOOL TRUSTEES UNDER THE ELECTIVE PRINCIPLE, AND THE YEARS FOR WHICH THEY WERE ELECTED.

WARD OF ST. GEORGE.

E. F. Whittemore, Esq. ..... 1850, 51.
James L. Robinson, Esq. ..... 1850, 51.
Wm. McMaster, Esq. ..... 1852, 53, 54, 55, 56, 57.
David Maitland, Esq. ..... 1852, 53.
Kivas Tully, Esq. ..... 1854, 55, 56, 57, 58.
John McMurrich, Esq. ..... 1858.

WARD OF ST. LAWRENCE.

Wm. Gooderham, Esq. ..... 1850, 51, 52, 53, 54, 57, 58.
J. G. Beard, Esq. ..... 1850, 51, 52, 53, 54, 55, 56, 57, 58.
George Platt, Esq. ..... 1855, 56.

WARD OF ST. PATRICK.

J. H. Hagarty, Esq. ..... 1850.
James Price, Esq. ..... 1850, 51.
William Hall, Esq. ..... 1851, 52.
Charles Fisher, Esq. ..... 1852, 53.
Thomas Mara, Esq. ..... 1853.
Robert B. Denison, Esq. ..... 1854, 55, 56, 57.
Charles Fitzgibbon, Esq. ..... 1854.
John Baxter, Esq. ..... 1855, 56, 57, 58.
F. J. Joseph, Esq. ..... 1858.

WARD OF ST. ANDREW.

George P. Ridout, Esq. ..... 1850, 51.
Alexander Macdonald, Esq. ..... 1850.
A. McGlashan, Esq. ..... 1852, 53.
Richard Brewer, Esq. ..... 1851, 52, 53, 54.
James Lesslie, Esq. ..... 1854, 55, 56, 57.
Charles Fisher, Esq. ..... 1854.
James Grand, Esq. ..... 1855, 56.
Henry Godson, Esq. ..... 1857, 58.
Thomas Brown, Esq. ..... 1858.

WARD OF ST. DAVID.

Joseph Workman, Esq., M.D., 1850, 51, 52, 53, 54.
A. A. Riddell, Esq. ..... 1850, 51, 54, 55.
William Shepperd, Esq. .... 1852, 53, 56, 57.
John Platt, Esq..... 1854, 55.
James Morrow, Esq..... 1856.
F. W. Cumberland, Esq..... 1857, 58.
Emn. Coatsworth, Esq..... 1858.

WARD OF ST. JAMES.

J. D. Ridout, Esq..... 1850.
D. Paterson, Esq. ..... 1850, 51, 52, 53, 54, 55.
James Lesslie, Esq. ..... 1851, 52.
Samuel McClain, Esq..... 1853, 54.
Thomas Henning, Esq..... 1855, 56, 57, 58.
R. H. Brett, Esq..... 1856, 57.
J. C. Geikie, Esq..... 1858.

WARD OF ST. JOHN.

William Hall, Esq. ..... 1853, 1854.
John Greenlees, Esq. ..... 1853, 54, 55, 56, 57, 58.
Arbuckle Jardine, Esq. .... 1855, 56, 57, 58.

OFFICERS OF THE BOARD.

Local Superintendent & Secretary:

G. A. Barber, Esq. ..... 1850, 51, 54, 55, 56, 57, ½ yr. 1858.

Local Superintendent and Visitorial Teacher:

James B. Boyle, Esq..... 1852, 53.

Secretary:

G. A. Barber, Esq. ..... 1852, 53, ½ yr. 1858.

Local Superintendent:

Rev. James Porter ..... ½ yr. 1858.

CONTENTS.

	PAGE
Preface	iii
Names of the Trustees, from 1850—1858	v
Officers of the Board	vi
The Past History and Present Condition of the Schools	9
Circular Notice	15
Elective Principle established, 1850	19
Report on Free Schools	21
Free Schools Established, 1851	26
Public Meeting, 1852	27
Chairman's Address to the Board of School Trustees, 1852	41
Statement of the Receipts and Expenditure of the Building Fund, 1853	46
Report of the Building Committee, with the Building Fund Accounts, for 1855	50
The Internal Economy of the Schools and their Mode of Instruction	58
School Discipline	64
1. As regards Teachers	64
2. As regards Pupils	66
Text Books	68
School Attendance	69
Address to Parents and Guardians by the School Trustees	71
The Expense of Maintaining the Schools	72
Report on the Free School System	78
Separate Schools	83
Compulsory Attendance	89
Officers of the Board	92
The Superintendent	94
The Secretary	94
Evening Schools	97
School Visitors	99
School Libraries	100
Library Regulations	102
Opening the Schools with Prayer	103
Deaf and Dumb Schools	104
Penalty for Disturbing a Public School	105

PAGE

The Present Condition of the City Schools 105
Abstract of School Attendance for 1858 106

School Statistics for 1858, viz.:
- The Western Auxiliary School 108
- Trinity Street School 108
- The Park School 109
- Victoria Street School 111
- Louisa Street School 114
- John Street School 117
- Phœbe Street School 119
- George Street School 122

Appendix:
1. Comparative Statement of the Schools, from 1844 to 1847 ... 126
2. Abstract of School Attendance, for 1857 127
3. Annual Statement of the Income and Expenditure of the Schools, for 1958 129

CITY OF TORONTO.

REPORT

OF THE

PAST HISTORY & PRESENT CONDITION

OF THE

COMMON, OR PUBLIC SCHOOLS,

OF THE CITY OF TORONTO.

Before submitting, for public information, the statistics of the City Public Schools, for the year 1858, it has been thought advisable, as this is the first occasion when a compendious Report has been published, that the *past* should be referred to, before noticing the *present* history of our Schools; and, accordingly, the following brief narrative of the rise and progress of the City Schools, from their inception and practical commencement, in 1844, up to the present time, has been prepared.

Under the original School Law, viz., that of 1843, the first step taken towards improving the Common Schools of the Province, was to secure, so far as possible, the services of properly qualified Teachers; and a Board of Examiners was appointed by Government to examine and grant certificates, and licences to teach, to duly qualified Teachers. This preliminary step having been taken, it then devolved upon the Municipal Council of the City to bring the School System into practical existence, by providing the ways and means for the erection of School

Houses, or the renting of them, so as to receive pupils, and for the payment of Teachers' salaries, and other expenses connected with the system. The scheme, however, did not work well; for, although the Board of Examiners did their duty, and granted certificates to numerous applicants, the Corporation omitted to provide School Houses and employ Teachers, so that nothing practical was at this time accomplished.

In 1844 the School Law was amended, and under its provisions the Corporation was empowered to appoint an officer, designated as Local Superintendent for the City. An advertisement, inviting applications for the office, was published, and the choice of the Council fell upon G. A. Barber, Esq. It was the duty of the Local Superintendent to examine Teachers, and grant certificates; it was also his duty, in conjunction with the Clerk of the Council, to divide the City into a suitable number of School Sections, on the basis of population; and the amended law provided, that the rate-payers of each section should have the privilege of electing from among themselves three persons, as School Trustees, in whose hands were to be placed the power of building or renting School Houses, the appointment of Teachers, and generally to manage the School affairs of the Section. To provide, to some extent, the ways and means for putting the new machinery in motion, the amended School Law embodied the salutary provision, that a Government grant should be appropriated in aid of the Common Schools of the Province; but that to enable any County, City, or Town, or indeed any School authorities, to share in this grant, the Municipal Council of said County, City, or Town, was obliged to assess the rate-payers thereof for an amount at least equal to the Government grant—the united amount forming what was termed the "School fund," which, under the amended law, was to be exclusively applied to the payment of Teachers' salaries, so that by this means the

Teacher had his rights sufficiently protected. The City having been divided into twelve sections early in 1844, the rate-payers proceeded to elect their School Trustees, but for a considerable part of the year the machinery of this new School System was not brought into working order, chiefly because of the difficulty that the Trustees met with in obtaining convenient School premises, and their hesitation to incur the responsibility of renting and furnishing them when they were obtained, inasmuch as the Corporation was unwilling to assess the City for anything more than the law strictly required. More than half the year had now elapsed, and 1844 seemed likely to follow in the steps of 1843, by doing nothing, when the Local Superintendent, Mr. Barber, desirous to start the Schools in some way or other, and bring the new law into practical operation if possible, suggested, that the one moiety of the School fund, as represented by the half year just elapsed, should be applied to pay for the rent and furniture of school premises, so that the teachers, who had been provisionally appointed, might enter upon their duties, and thus enable the trustees to apply the other moiety in payment of salaries for the remaining half year. This suggestion was considered, at the time, to be the only arrangement whereby the difficulty could be met; for, had it not been so settled, the teachers, who had been so long waiting to enter upon duty, could not have commenced, and would, consequently, have been entitled to nothing at all. It is true, according to the *letter* of the law this application of the fund was not strictly justifiable; but, as a matter of necessity, and in the *spirit* of the law, it was fully justified; and it must always be a subject of regret that, owing to the bad faith of some of those for whose benefit this arrangement was intended, it should have been set aside to subserve the personal interests of a few of the teachers who, though actually employed for only four and a half months, namely, from

the middle of August to the end of December, (1844,) demanded, and under the *letter* of the law, succeeded in obtaining payment, of the whole year's salary—the courts holding that the school fund proper, could not be applied to any other purpose than the payment of *teachers*. In addition, however, to the amount of the school fund, the teachers were authorized, by the respective trustees, to collect a rate-bill from the parents of the children attending the school, at the rate of 1s. 3d. and 1s. 10½d. per child, according to its age and proficiency, together with a small charge for fuel, pens and ink, &c. The population of the City, in 1844, was about 18,500; the school attendance was 1194; and the cost of maintaining the schools, for the time they were in operation, was £1,377 15s, 2d., which amount includes £237 17s. 6d. paid by rate-bill during the four and a half months the schools were open, but is exclusive of the sum expended in furniture.

During 1845, 1846, and 1847, the same school system was in operation, except that, owing to the increase of population, the City was divided into fifteen, instead of twelve school sections; and the City population, the school attendance, and the cost of the schools, for those years, will be found in the "comparative statement" in an Appendix to this Report.

One of the prominent evils of the system of School Sections and Local Trustees, was the entire absence of all uniformity of action, as regards both the mode of teaching and the use of school books, together with the impossibility of having separate schools for boys and girls, (for, during the whole period of school sections, pupils of both sexes attended the same school, and were taught in common by the same master,) and the difficulty of classifying the scholars according to proficiency. A parent removing from one part of the City to another, to his annoyance found, upon sending his children to the school of the section he now lived in, that the teacher practised a different

system of instruction, and used text books altogether different from what the child had been accustomed to in the school it had just left; and besides this, there was a want of purpose and organization, which pervaded the whole system, and interfered with its efficient working and onward progress. It became evident that some change was required, at all events so far as Cities and towns were concerned; and, towards the close of 1847, the Legislature, by the Act 10 and 11 Victoria, amended the law, by establishing the principle of centralization, and establishing in each City and Town one general Board of School Trustees, in whose hands was placed the sole management of its school affairs. This Board was to be nominated by the Municipal Council of each City and Town; and the Board of this City, first established under the 10 and 11 Victoria, by the then Corporation, comprised the following gentlemen, selected, it was supposed, as representing the principal religious denominations, viz.:—

W. H. Boulton, Esq., Mayor,—Chairman,—*ex officio*.

Hon. J. Elmsley,	F. W. Barron, Esq.,
W. Cawthra, Esq.,	J. G. Bowes, Esq.,
J. McMurrich, Esq.,	John Cameron, Esq.

The amended bill was brought into effect in this City, on Nov. 20th, 1847, when the new Board met for organization. During the remainder of the year, the Board was occupied in considering what action should be taken to establish and carry on an efficient and uniform system of public instruction in this City; and one of their chief anxieties was to secure without delay, commodious school sites, whereon could be at once erected substantial buildings, of a character which, while sufficient for existing requirements, could be enlarged as occasion presented, to meet any increased demand for school accommodation,

and at the same time, of a handsome architectural appearance becoming a City like Toronto.

The intention of the framers of the new law, and the desire of the newly appointed authorities under it, was, however, most unfortunately embarrassed, if not actually impeded, at the very outset, by difficulties altogether unexpected, but over which the Board had no control, and which it could not overcome. In the first place, it was found, although not so stated in precise terms, that the amended Act did not empower the Board to collect a Rate bill from parents, and, in consequence, that the schools must necessarily be free, whether the Board of Trustees, or the City Council as representing the rate-payers, approved of it or not! The Board, finding itself in this dilemma, and having no power of itself to raise money for school purposes, made an earnest appeal to the City Council to assist the Board in this emergency. As *Free Schools*, the amount of the Government grant, with the corresponding City assessment, namely, about £1,000, would be barely enough to maintain them in operation for six months; the Council was appealed to to provide the means for keeping them open the whole year; the application was refused, and the Board had, therefore, no alternative but to close the schools at the end of the first half of the year, viz.: June 30th, 1848. Under circumstances so discouraging it can be no wonder that the schools suffered in efficiency, for although the attendance was nominally greater during these 6 months, viz: 1,431, yet owing to the irregularity of that attendance, the result, as an educational question, was anything but satisfactory. The City schools having been thus closed on the 30th June, 1848, remained in the same unfortunate condition to the end of the year, and further continued in the same condition for the first six months of the year following, 1849, the City Council persisting in the refusal

to give any aid, or advance any means, to keep the schools open. The Board having no funds at its disposal after meeting the expenses of the schools up to June 30, 1848, and as the Government grant and City assessment could not be made available until about the middle of 1849, the City schools were necessarily closed and the Board brought to a dead lock with the Council. During this gloomy interval, some of the teachers continued their schools on their own account, and exerted themselves, as they best could, to keep up an interest in school affairs in the public mind, until the schools were re-opened as public schools on the 1st July, 1849, and kept open, *free to all*, for the rest of the year. The attendance was 1,325, with the same allowance for irregularity as in 1848, and the cost for the six months was about £1,000, derived from nearly equal proportions of Government money and City assessment.

The Board, strongly impressed with the necessity of keeping the City Schools open without interruption, decided to assume the responsibility of imposing a rate-bill, although the law did not expressly sanction such a proceeding. The Board considered that it was more patriotic to educate the children of the City than to regard technical objections, and they accordingly issued the accompanying circular notice for the information of the public:

CIRCULAR NOTICE.

COMMON SCHOOLS—CITY OF TORONTO.

Under the system of *free admission*, as practised during the past two years, viz., 1848 and 1849, the Board of Trustees were compelled to close the City Schools for six months in each year, inasmuch as the Common Council declined to make the appropriation required for keeping them open, as free schools, for the twelvemonth.

The Board of Trustees, from their experience of the

past two years, are strongly impressed with the necessity that exists for keeping the City Schools open throughout the whole year: and, as a return to the former system of "school dues" is the only mode left whereby so desirable an end can be accomplished, the Board hereby notify parents and guardians, that the principle of payment of school dues, by pupils attending the several city schools, is now in force, taking effect from January 7, 1850, at the following rates, viz.:

	s.	*d.*	
For pupils under Nine years of age..	3	9	in Summer.
	5	0	in Winter.
For pupils over Nine years of age..	5	0	in Summer.
	6	3	in Winter,

per quarter, which for 1850, will be as follows, viz.:

1st quarter,	from	January	7th	to	March	28th,	inclusive.
2nd	"	"	April	3rd	to June	28th,	"
3rd	"	"	July	15th	to October	4th,	"
4th	"	"	October	7th	to December	20th,	"

The 2nd and 3rd quarters to be counted as being "in summer," and the 1st and 4th as "in winter"—and no allowance for absence will be sanctioned unless in case of sickness.

The foregoing rates to be paid to the teacher in advance, or, at latest, during the quarter; but if not so paid, the amounts due at the end of each quarter will be levied by the Board, *according to law*.

The children attending the City Schools are required to come clean and neat in person, and decently clad.

The better to ensure punctual attendance, and to protect the regular proceedings of the school classes against the interruptions caused by late comers, the school house doors will be opened at half-past eight o'clock every week-day morning, (except Saturday, which will be a whole holiday,) and continue open until nine o'clock exactly, when they will be closed until half-past ten o'clock;

and no children will be admitted during that interval. At half-past ten the doors will be opened for a few minutes, to admit children who may bring satisfactory reasons for not being present at nine o'clock, or at any former part of the week. The doors will then again be closed until twelve o'clock, noon; and no children will be admitted during that interval. At a quarter to one o'clock, the school house doors will be again opened, and at one o'clock exactly, closed until four o'clock, and no children will be admitted during that interval. At four o'clock the children will be dismissed for the day, and directed to go home without delay; and it would be well if parents and guardians were to oblige their children to report their return home; and also, were they to examine them, occasionally, as to the progress they are making in their lessons, &c.

It is expected that all cases of absence, or irregular attendance, will be satisfactorily accounted for, by the parent sending some sufficient excuse in writing, which will be duly recorded by the teacher, for the inspection of the school authorities.

No pupil will be received into one school from another, without first producing an acquittance of all "dues" to the school he may have left; and secondly, a statement in writing, from the teacher, as to the cause of his or her so leaving said school: in order to enable the Board to check, as far as possible, the hurtful practice of capriciously removing children from one school to another, and, further, to render previous improper conduct in one school a ground of non-admission into another.

Lastly,—It is sincerely hoped that parents and guardians will see that it is for their own interest to co-operate with the Board of Trustees in strictly observing the foregoing regulations: and they are earnestly entreated to enjoin upon their children, the duty of being regular and

constant in their attendance at school—diligent in prosecuting their studies while at school—and orderly and well-behaved while going to and returning from school.

By Order of the Board of Trustees,

G. A. BARBER,

City Superintendent of Common Schools.

OFFIBE COMMON SCHOOLS,
Toronto, Feb. 15th, 1850.

No one demurring to the course taken by the Board, the schools were thus kept open throughout the whole of 1850—but owing to the change which had been made from the *free* to the *paying* system, and the doubts which prevailed as to whether or not the schools would be continued regularly open all the time, the attendance for 1850 fell as low as 1259, although it was more regular than in 1848 and 1849. The cost of maintaining the schools for the whole year was, in round numbers £2,000, viz. :—Government Grant £468, City Assessment £800, and the balance by Rate Bill.

It will have been observed, from this explanation, that the principle of centralization, in this form, however sound, as likely to effect a unity and force of action in the internal economy of public schools, was too feeble to carry out any enlarged system of general management. A Board so constituted, and which was liable to have all its proceedings controlled by the City Council, was not calculated to meet what was required. The Board had the power to legislate for the advancement of Public Education, but the City Council held the purse-strings, and had the right, at any time, to nullify the legislation of the Board. Whenever the Board prepared and sent in to the Council an estimate for School purposes, the Council had the power to refuse to provide the amount; and as the Board was appointed by the Council, it had no redress, and was fain to submit to necessity!

It became evident, therefore, that if vigour was to be

infused into the School System of Cities and Towns, a further change was necessary. To accomplish this, the theory of centralization was associated with the elective principle: and the School Act of 1850 (13th and 14th Victoria) was enacted. Under its provisions, each Ward in the City had conferred upon it the right to elect two Trustees (one of whom was to retire each year, and his successor be elected in like manner), and the Trustees selected were to form a Board, aud to choose a Chairman from among themselves. The first election for Trustees was held on the 3rd September, 1850, when the following gentlemen were returned for each of the City Wards, namely—

St. George—J. L. Robinson, E. F. Whittemore, Esqrs.;
St. Lawrence—J. G. Beard, W. Gooderham, Esqrs.;
St. Andrew—G. P. Ridout, A. Macdonald. Esqrs.;
St. Patrick—J. H. Hagarty, James Price, Esqrs.;
St. David—Jos. Workman, M.D., A. A. Riddell, Esq.;
St. James—J. D. Ridout, D. Paterson, Esqrs.;

and, at the first meeting of the Board, Dr. Workman was chosen as Chairman, (23rd Oct. 1850;) but the newly elected Board did not exercise any direct control over the schools during that year, although it occupied the interval in deliberating with regard to its future course of action for 1851.

The advantages enjoyed by the elective Board over its predecessor appointed by the Corporation, were manifold and important—the elective Board became a body corporate, with full powers to purchase land for school sites, to build school-houses, to provide school furniture and apparatus, to appoint and fix the salaries of Teachers, and generally to manage and control all matters relating to the City Schools—and that these powers should not be a mere shadow without the substance, the Legislature invested the elective Board with authority to make out an estimate of whatever amount they should judge expedient for

maintaining the schools under their charge—and the Legislature made it the duty of the City Council to provide said amount accordingly. By this means antagonism, as regards school funds between the Board and the Council, has been prevented. The Council have no discretion to even modify, far less reject, the Estimates so sent in for school purposes—and the Board of Trustees in fact are clothed with large executive as well as legislative powers.

The elective Board commenced its actual duties in January, 1851, and among its earliest proceedings, under its enlarged authority, were the adoption of resolutions affirming the necessity of obtaining sites and erecting suitable buildings for school purposes—the propriety of having separate female schools, or female departments in the schools—and the principle of free education as the basis of the Common School System of this City.

According to Law one half, namely six, of the Trustees for 1850 retired by rotation. An election for Trustees to fill their places was held in January, 1851, when four out of the six were re-elected, viz., Messrs. Dr. Workman, W. Gooderham, J. L. Robinson, and Wm. Hall, while Mr. James Lesslie was elected for St. James's Ward in the place of Mr. J. D. Ridout, and Mr. Richard Brewer for St. Andrew's Ward in the place of Mr. A. Macdonald, the retiring Trustees not coming forward for re-election.

The members of the Board for 1851 were

Joseph Workman, Esq, M.D., *Chairman.*

E. F. Whittemore, Esq.	W. Gooderham, Esq.
J. G. Beard, Esq.	J. L. Robinson, Esq.
G. P. Ridout, Esq.	Wm. Hall, Esq.
James Price, Esq.	James Lesslie, Esq.
A. A. Riddel, Esq.	R. Brewer, Esq.

D. Paterson, Esquire.

Among the very first proceedings of the Board, thus organized for practical business, was the consideration of

free admission as the basis of the Common Schools of this city. The proposed change from the Rate-bill system, and the establishment of Schools open to all, free of charge, so far only as assessment based upon rateable property was concerned, naturally led to considerable debate in the Board. After much discussion the question was referred to a Committee to report upon, said Committee consisting of James Lesslie (Chairman), Dr. Workman, D. Paterson, James Price, and A. A. Riddel, Esquires. The Committee brought up their Report, February 26th; the same was debated at two consecutive meetings of the Board, and finally adopted, March 5th, by a vote of seven to four. As this Report enters fully into the merits of the question, and sets forth the grounds upon which the Free School principle rests, and according to which the establishment and maintenance of Free Schools in this city was then sanctioned and has ever since been continued, its publication in these pages will be acceptable, viz. :—

REPORT ON FREE SCHOOLS.

"The Committee to whom was committed the consideration of the important question relative to Free Schools, beg to present their Report.

"The education of the young being intimately and inseparably connected with the welfare of the State, the question becomes one of intense interest to every wise and benevolent mind—'How shall the blessings of a good education be most widely and universally diffused throughout society?'

"By reference to the statistics of the School population of this City, and comparing it with the number on the Rolls of the Public Schools, including also those in attendance at Private Institutions, there is exhibited the remarkable and lamentable fact, that not one half of the population from 5 to 16 years of age are enjoying the benefits of elementary education. The number of children of that age, as found in the Report of the Chief Superintendent of Education for 1849, is 6,149; the number in attendance at all the 29 Public and Private Schools is 2,746, leaving no less than 3,403 of the youth of this City who are growing up without the advantages of early and useful instruction.

"There appear, therefore, to be some obstacles in the way, to remove which the exertions of this Board, and of every good citizen, will be required; for, so long as one half of our youthful population are thus deprived of the blessings of education, so long will the broad avenue of vice

be supplied with its victims, and our Courts and Prisons be supplied with their youthful criminals.

"The doctrine has been established beyond all doubt, that the want of early moral culture is the fruitful cause of almost all crime. There are no criminal statistics in Canada to which reference can be made in proof of this doctrine, but from the testimony of those familiar with our Penitentiary and Prisons the fact is undoubted. In the Report of the Superintendent of Common Schools of the State of New York, for last year, he remarks that—'If facts were required to illustrate the connection between ignorance and 'crime, let the official convictions in the several Courts of the State for 'the last ten years, be examined, and the instructive lesson be heeded. Out 'of nearly 28,000 persons convicted of crime, but 128 had enjoyed the 'benefits of a *good* education; 414 only a 'tolerable share' of learning; 'and of the residue about one half only could either read or write.'

"It would be difficult to define all the causes which have operated to keep upwards of one half of our school population from attending the schools, but we may reasonably assume that poverty, parental indifference, sectarianism, and the want of suitable accommodation for the children, in the present School Houses, have all operated to produce the unhappy result.

"The provision made by statute for exempting the indigent from the charge of the Teacher's Rate Bill, is very frequently slighted by parents who would gladly avail themselves of the advantages of the schools were they free, but who will not, as paupers of the State. This fact has been fully attested by the brief experiment of Free Schools in this city, in the years 1848—'49, and has been similarly attested in the town of Niagara, as well as in other places. The increase of attendance under the Free system, demonstrated that poverty, and an unwillingness on the part of parents to be regarded as educational paupers, prevented multitudes of children from attending the schools. The same difficulty has been experienced in the State of New York; for, during the year 1846, 'over 46,000 children 'were deprived of the advantages of education, either through the remiss-'ness of the Teachers of School Districts, in exempting them from the 'Rate Bill, or from the pride of parents in refusing to claim such ex-'emption.'

"The removal of parental indifferency may also, perhaps, be effected by the adoption of the system of Free Schools; by providing spacious and inviting School Houses; by supplying the Schools with good Lending Libraries and apparatus; by the devotion of some of the time of the Superintendent in visiting parents whose children are neglected, and by inviting them to attend at examinations when prizes are to be awarded to the children.

"How far the spirit of sectarianism operates to prevent the young from attending schools, where no religious peculiarities are taught, it is not easy to determine; but that it does so to some extent your Committee are fully convinced. To meet the difficulties connected with the desire to infuse the

Sectarian element into our Public Schools, and which have already led to many unhappy collisions between Boards of Trustees throughout the Province, and the parties claiming Separate Schools, your Committee may be permitted to examine the principle involved in this demand, in order to be prepared to suggest a remedy.

"It is admitted by all that the civil government may claim from the people the means of national defence, of regulating commerce, and of punishing crime; and that above all things, it is imperatively required to endeavour to prevent crime by establishing those moral safe-guards of society which a wise and wholesome system of public instruction pre-eminently affords. But while it may claim jurisdiction over such interests, it has no moral right to claim jurisdiction over matters of religion or of conscience: It may impose a tax for general education, but it has no right to impose a tax to support any form of religious faith or worship. The civil ruler should doubtless be governed by moral and religious principles in all his civil duties, but religion, whether as to its support or regulation, comes not within the scope of his prerogative. Civil governments may enact laws in accordance with natural right and the will of the people, but they have no right to impose a tax to be applied in whole or in part for the inculcation of sectarian dogmas whether in public schools or in religious congregations. The great land-marks of duty are traced out in the authoritative command, '*Render unto Cæsar the things which are Cæsar's, but unto God the things that are God's.*'

"But as there are some religious communities whose teachers claim as a religious right—as a matter of conscience—that their youth shall not receive public elementary instruction without, at the same time, being educated in the dogmas of their creed; and will not consent to co-operate with others in a general scheme of secular and moral education, the State may perhaps be required, in deference to such sectarian scruples, which are urged, it is believed, not so much by the people as their religious teachers, to levy a separate tax from the adherents of those communities demanding such Separate Schools. The State should not require the whole tax-payers in a community to be identified with the building up of any sectarian system whatever. They who demand the combination of party religious dogmas with all youthful instruction, and who refuse to co-operate with their fellow citizens in a Catholic and benevolent scheme of secular education, should be allowed to isolate themselves, and be left to raise their own educational funds from their own people.

"Your Committee are of opinion that by making the Schools under this Board FREE TO ALL—the means for their support, beyond the Legislative appropriation, being raised by an equitable tax; by providing more commodious and suitable school houses; by furnishing them with appropriate libraries and apparatus; and by excluding everything of a sectarian character from the instruction given—a much larger proportion of the school

population would be drawn out to the schools, and the best interests of society would be promoted.

"That difficulties will arise in carrying into operation the system of Free Schools cannot be doubted; but, as in other places, these will certainly disappear with the advance of intelligence. The holder of property, who has no children to be educated, is interested in proportion to his estate, in providing for the security of property and life; and the absence of private educational expenses enables him the more easily to meet those which are public. He never perhaps complains of the cost of the criminal jurisprudence of the country, neither should he complain of the cost of education, since in proportion as the one is augmented in its influence upon Society, the cost of the other is diminished. The objections made to a tax for Free Schools may be answered in the impressive language of an eminent friend of education and humanity—Horace Mann, Esq. He thus reasons on behalf of free education and the rights of society.

"'But sometimes, the rich farmer, the opulent manufacturer, or the 'capitalist, when sorely pressed with his natural and moral obligations to 'contribute a portion of his means for the education of the young, replies 'either in form or in spirit: 'My lands, my machinery, my gold, and my 'silver are mine; may I not do what I will with my own?' There is one 'supposable case and only one where this argument would have plausibility. 'If it were made by an isolated, solitary being—a being having no relations 'to a community around him—having no ancestors to whom he had been 'indebted for ninety-nine parts in every hundred of all he possesses, and 'expecting to have no posterity after him—it might not be easy to answer 'it. If there were but one family in this Western Hemisphere, and only 'one in the Eastern Hemisphere, and these two families bore no civil and 'social relations to each other, and were to be the first and last of the whole 'race, it might be difficult, except on high and almost transcendent grounds, 'for either of them to show good cause why the other should contribute to 'help to educate children not his own. *But is this the relation which any 'man among us sustains to his fellow?* The society of which we necessarily 'constitute a part, must be preserved; and in order to preserve it, we must 'not look merely to what one individual or one family needs, but to what 'the whole community needs; not merely to what one generation needs, 'but to the wants of a succession of generations.'

"The excellence of the Free principle may be learned from the high estimate set upon its practical operation by those who have most thoroughly tested its value. In the Report of the Superintendent of Common Schools for the State of New York for 1850, the following important testimony is given:

"'In each of our own cities, and many of our larger villages, it has been 'established and sustained by the general approval of our citizens; and '*wherever it has obtained a foothold it has never been abandoned.* It is only

'requisite to adjust the details of the system, equitably and fairly, to com-'mend it to the approbation of every good citizen as the noblest palladium 'and most effectual support of our free institutions.'

"Your Committee cannot but express their gratification to find that in many places within this County, and by the Educational Committee of its Municipal Council, as well as throughout the Province generally, there appears to be a growing interest with regard to Free Schools; and they look forward with hope and expectation to the important period, when, to all the youth of Canada a good Common School Education will be as free as the air and light of Heaven.

"Your Committee cannot too earnestly press upon the Board the absolute necessity and importance of at once beginning to make provision for the purchase of ground for Sites for School Houses, and for the erection of commodious brick buildings capable of accommodating from 500 to 600 or 800 children. Without this essential arrangement it is morally impossible to effect any important changes in the way of improving the schools. The present School Houses are totally inadequate to the requirements of the school population of the city, and, besides being too small, are neither arranged nor ventilated as the convenience, the health, and the moral interests of the children require. Experience has proved that by congregating the youth in a large and appropriate building, and by having departments for the various branches of study, the instruction will be more thorough, while the labor and the expense per head will be greatly diminished. Besides, the classification of the male and female scholars, which is impossible in the present schools, can be there effected, while other arrangements, according to the most approved designs of modern schools, which might be made, could not fail to promote the moral and physical well-being of the children.

"All of which is respectfully submitted,

"J. LESSLIE,
"*Chairman.*"

Toronto, February, 1851.

(*Carried,*) JOSEPH WORKMAN,
Chairman, B. S. T.

The first exclusively female school, or female department, was established some time in 1851, and was carried on in the upper portion of the old Central School, corner of Nelson and Adelaide streets, Mrs. Corbett being the Teacher in charge of it.

The first actual step towards obtaining school sites, preparatory to the erection of school buildings, was accomplished in November, 1851, when it was determined to purchase three plots of ground for that purpose, viz.:

one on Louisa street, near the Church of the Holy Trinity, at a cost of £531, and to this was subsequently added, in 1856, a small strip to the West, so as to bring the site to abut on a lane, at the further cost of £200; one on George street, near the Bank of Upper Canada, at a cost of £425; and one in the Park, or Eastern portion of the City, at a cost of £300. And shortly afterwards advertisements were published, asking for plans and specifications.

The school attendance for 1851 was 1366, and the cost of maintaining the schools was £2,406, viz., Government Grant £497, and City Assessment £1,907—the schools, as before stated, having been free during the year.

FREE SCHOOLS ESTABLISHED.

The course pursued by the Board, in establishing Free Schools supported by a general assessment, created a good deal of agitation out of doors; and as the time approached for the Trustees' election, 1852, a movement in opposition to Free Schools was made, and the following requisition was sent into the then Mayor, (J. G. Bowes, Esq.,) to convene a public meeting, where the question might be discussed, viz.:

To His Worship the Mayor:

Sir,—The undersigned inhabitants of the City of Toronto, opposed to the present heavy Tax for the support of Common Schools, and the prospect of a permanent and increasing City Debt for the purchase of land and the erection of School Houses thereon, in the several Wards, as at present contemplated by the Board of Trustees, request that you will call a Public Meeting of the citizens in order to get an expression of public opinion on the subject.

George Bilton, J. Watson & Co., John C. Bettridge, J. Ketchum, Jr., Alexander Ogilvie & Co., P. Paterson, W. C. Ross, Wm. Atkinson, Thos. Paterson, W. M. Jamieson, James Hall, Scott & Laidlaw, William Polley, J. G. Joseph, M. C. Kahn, Francis Richardson, Betley & Kay, Joseph Dixon, S. F. Urquhart, William Hall, J. Armstrong, John Skelton, J. E. Ellis, J. Riddell, J. Beckett & Co., W. H. Dow, Thomas McLean, John Tyner, E. McPhail, James Panton, Walter McFarlane, T. J. Fuller, Robt. Sargent, John McIntosh, James Hutchinson, James Ashfield, C. B. Green,

John G. Howard, Henry Rowsell, Richard Score, William Harris, John Griffiths, J. E. Pell, William Osborne, Thomas Brunskill, Robert Beard, Joseph Lee, Charles March, Thomas Smith, F. H. Heward, Thomas Clarkson, George Monro, G. M. Jarvis, B. Torrance, Alexander Dixon, Thomas McVittie, Ross, Mitchell & Co., K. M. Sutherland, George A. Pyper, R. Hocken, John McGee, Lawson & Clarkson, Charles Durand, James Smith, John Young, Samuel T. Green, N. L. Pyper, M. Flaherty, William Spread, J. B. Ryan, Russell & Fowler, C. Kahn, J. Robinson, J. Clarkson, Jr., James Leask, Alexander Hamilton, Valentine Mowle, J. Hodgson, John Doel, Richard Bell, T. W. Anderson, Joseph Martin, John Ritchey, G. Balfour, John M. Ross, Samuel Shaw, Samuel Lee, John Harper, John Shaw, Angus Dallas, J. Hill.

In compliance with the above requisition, I hereby convene a Public Meeting of the Inhabitant Rate-payers of the City of Toronto, to be held on Friday evening next, the 9th instant, at 7 o'clock, in the St. Lawrence Hall.

JOHN G. BOWES, Mayor.

Toronto, January 6, 1852.

The meeting was held accordingly, and the Mayor occupied the chair. The attendance was both numerous and influential, not less than four hundred persons being present. As the debate, which covered the whole ground of the Free School principle, cannot fail to be of interest to the friends of popular education ; and as the result of the meeting effectually settled the question, and put the stamp of public approval on the course then taken by the Board of Trustees, the preservation of the report of the proceedings is of consequence. And as a marked feature in the history of Free Schools, its appearance in these pages is therefore important, and will no doubt be appreciated at the present period, viz. :

From the "Globe," January 13, 1852.

PUBLIC MEETING.

On Friday evening, the 10th instant, a public meeting was held in St Lawrence Hall, convened by the Mayor, in compliance with the request of Mr. George Bilton and sixty-nine others, citizens of Toronto, in order to obtain an expression of public opinion in reference to the question of taxation for the support of the Free School system, and also as to the necessity of building several new Schools in the different sections of the city. From three to four hundred persons were present. The Mayor occupied the

chair, and having read the bill calling the meeting, called upon the parties who had promoted it to come forward, and state the object for which the meeting had been assembled.

Mr. Angus Dallas came upon the platform and commenced to address the meeting, but he did so in so low a tone as to be nearly inaudible. He said that he and those who along with him had requested the Mayor to call the meeting, had done so for the purpose of determining whether the Free School system adopted in the city shall be continued, or whether they shall fall back upon the old system acted upon previous to the present year. That was the question, and in entering upon it they had to determine the merits of the principle. If it can be shewn that the system is efficient—that it answers the purpose intended—then, of course, the meeting would decide that that system should continue for another year. They had to choose, then, whether to continue the Free School system or fall back upon the previous one. It would be proper to explain the nature of the free system. According to the old law, the Schools of the Province were supported in the first instance by a share of the Government Grant, and second by an assessment upon all the assessable property in the Province, equal to the amount of the Government Grant, in order to secure that grant, and the balance required to complete the necessary amount was provided by the School Rate levied upon the children who attended the Schools—that rate was necessarily very small in consequence of the grant and the assessment alluded to. That was the system previous to what is now called the Free School system, introduced by the present Board of Trustees, without consulting the feelings of the citizens; without asking in any way whether they wished that system. It was introduced besides but by a few members of the Board of Trustees.

Mr. Riddell.—It was unanimously resolved upon by the Board.

Mr. Dallas.—It may be so, but it was a very high-handed system, and forced a system of school instruction upon the city which could only be upheld by a burdensome assessment. Well, then, the Free School system had now been in operation for twelve months.

Mr. Riddell.—Only nine months.

Mr. Dallas.—Well, and what is the result, gentlemen? We have a Report of the Board of School Trustees, dated 20th December, which report states that the school system now adopted in the city is defective in many particulars, especially in the want of classification of the pupils; and the Trustees, in order to remedy this evil, recommend the purchase of a lot of land in each Ward of the city, on which to erect a suitable school-house; and, in addition, the appointment of a paid Superintendent and twelve paid Monitors. In proposing this remedy, we expect of course, that the result will be commensurate with the expenses necessary to carry it out. In order to be able to make a proper calculation of what may be the necessary results, we must not be satisfied with our own conjectures, we must go where the Free School system has been in operation, and look there among the reports of the system how it has worked, and see the

good or bad it actually does. He would therefore turn to a passage in the Board of Education for the State of Massachusetts for 1850. (Laughter.) In this report it is stated—

Dr. WORKMAN.—Name the page?

Mr. DALLAS, having given the page, continued:—In this report it is stated as an incontrovertible fact, that the Free School system is very deficient, that the teachers are incompetent, that they are not properly appointed, that the schools are inefficient and bad, and the consequence is, that the money devoted to the support of the Common Free Schools in Massachusetts is squandered. Here is evidence, gentlemen.

Dr. WORKMAN.—Read a little further.

Mr. DALLAS would give them further information from those who had experience in the working of this system: at page 114 of the same report, it is stated—Our teachers are for the most part persons of some experience in the business, and the results of their labours are generally satisfactory. (Hear, hear, and applause.) There are, however, exceptions, and we fear this will continue to be the case, if the committee are obliged every year to give certificates to persons, respecting whom they experience nothing else than their inability to keep a good school. The candidates master any questions in arithmetic, geography, or grammar; they read and write respectably well, and yet there are some indescribable marks about them which lead us to infer that the school-room is not their place. We cannot reject them else we should mortify the individuals. Mr. Dallas proceeded to read another extract to the same purport, and said this is the school system which we are asked to give a trial in Toronto—a system which has had a trial of two centuries, and these are the results. He wanted to shew that in Massachusetts, the term common schools was a school to which all classes of the community send their children, and they say it does not suit them, because a large number of the poorer classes do not send their children at all, and the rich classes who pay to support these schools, send their children to private academies. That is the fault here, too, and that is the reason why we don't want the Trustees to go to the expense of building large school-houses to educate any one class of the community. The common schools are intended to educate the poorer classes. Well, then, why call them common schools—call them poor schools—we don't want them. Mr. D. again referred to the Report of the Board of Massachusetts, to shew that the same results experienced here already, were experienced there under the free system, that the Free Schools in many parts of the State languished in consequence of the patronage given to academies and private schools—that the former are supported by a moderate tax for the benefit of the working classes, and while their importance is addmitted, they have not the desired effect, nor will the schools be improved until the wealthier families consent to patronize them as their own schools, and these families will not consent to patronize them by sending their children to them in their present condition.

Dr. WORKMAN again requested Mr. Dallas to read a little further, to which—

Mr. DALLAS replied, that he read what bore upon his own argument, and he would not prevent the Doctor reading as much of the report as he pleased. (Hear, hear, and confusion.)

The CHAIRMAN rose and requested that the meeting would show a little more respect to the Chair. Mr. Dallas had a perfect right to read those portions of the report only which supported his views, and those who took the opposite side could read the rest of the report to confute them.—(Cheers.)

Mr. DALLAS resumed, and proceeded to quote from that part of the Report of Massachusetts which stated that the Reports of the Committees in 1850 were not satisfactory to the Board of Education, and the Report of the Board was not satisfactory to the Legislature, and the Legislature, in order, if possible, to remedy the evil, granted the sum of $2000 to employ six persons to lecture throughout the State of Massachusetts upon the necessity of doing away with academies and private schools, and the necessity of the rich sending their children to the Public Schools. Well, these gentlemen spent the $2000, but the Board continued to employ two of them, whom they considered most efficient, to carry on the same work, and for aught that he (Mr. Dallas) knew, they are still doing the same thing. Class distinctions cannot be broken down in the States any more than here, and if you cannot succeed in getting all classes to attend the Common Schools, then they are not Common Schools, and should be called by their proper name. Before reading the resolution he would say, that the Board of Education of the State of Massachusetts after two centuries of experience, and after a very large expenditure of money—had found the system entirely inoperative, and the persons most zealous in the cause of Free School education, were now despairing of success. Would there be a different result in Canada; would there be here Common Schools any more than in Massachussetts; would they not still continue to be schools for one class only. (Disapprobation.) On that point the Committee and the Board of Education of Massachussetts were agreed, but they were unable to discover where the evil lay. In the body of the reports the evil is ascribed to the appointment of the teachers by the "Prudential Committees," and it is recommended that the appointments should be made by the Committees of the towns, but it happens that the Prudential Committees have merely the nomination of candidates, from whom the urban Committees select the teachers. As long therefore as the Prudential Committees retain that power any change would be ineffectual. Another body of reports recommend central schools, and are unanimous in recommending only one school for a town, but the Toronto Board of Trustees on the contrary, propose to build a School House in each Ward—six Protestant school-houses of course, and then they must build six Roman Catholic school-houses afterwards; that is, twelve school-houses for the city. The

Board of Education in Massachusetts ascribe the evil to the inefficient character of the Normal School. They find that the Normal School does not exactly come up to their expectation. Then the Secretary of that Board contends that the present system is not exactly the thing, and says that parties who might be competent to give education could not be got to go to these Normal Schools,—they were of too low a grade, and he recommends that a superior class of Normal Schools be established. He is convinced that they must have two classes of Normal Schools. Now we see where the fault lies in the State of Massachusetts. The Secretary of the Board comes nearly up to the mark, when he recommends the establishment of a class of Normal Schools in which graduates of colleges might prepare themselves for the work of education. The Normal School should be a disciplinary school, where no one is admitted who has not already certain qualifications, and goes there to be trained in the discipline of the schools. What he wished to impress upon the meeting was, that in the state of Massachusetts all the authorities say that this school system is bad. Now we had a school system previous to the introduction of the present free system, and he would leave the meeting to determine,—of two systems equally deficient,—the one cheap and the other dear, which they would prefer. He was satisfied that the system introduced under the name of the Free School system was erroneous, and was convinced this system would not work, inasmuch as while all have to pay for its maintenance, few children except those of the poorer classes will attend the schools. (Disapprobation.) Mr. Dallas concluded, by reading the following resolution:—

"That the principle of what is called the Free School system, and presumed to be "the taxation of the property of all for the education of all," is proved by the experience of the past year to be erroneous, inasmuch as, while all have had to pay for its maintenance, few children, except those of the poorer class, have attended the schools. That besides this practical falsification of the principle on which the Free School system is professed to be based, it is also attended with this injustice, that it presses heaviest on those who do not send their children to the Common Schools, and who consequently derive no advantage from them; while the class of persons availing itself of these schools is almost wholly exempted from its operation."

Mr. Alderman Thompson, said, in rising to support the resolution now read, he wished it to be understood that he was not at all desirous of interfering with the fair working of the Free School system, but he came there at the request of a number of his constituents, who where dissatisfied that they were compelled to pay taxes, nominally for the education of their children, but not so in reality, as their children were virtually driven from the schools. They would be satisfied if the schools were what they were intended to be; but they found that in practice they did not produce any

benefit commensurate with the cost. They were also of opinion that the Trustees were taking an expensive mode of carrying out their duty, by erecting a number of small school-houses, when it might be necessary shortly to erect larger ones. He believed he was one of those who had suggested the purchase of sites and the erection of school-houses, instead of keeping the children in the hovels which they at present occupy. But he had said then, and he would say again, that if there were two common schools erected on a large scale in the city, one east and the other west of Yonge street, to accommodate a better class of scholars and masters, and mistresses, they would be better calculated to effect the object they all desired than the system proposed by the Trustees, which would render it impossible to give that higher class of education that all admitted to be necessary. His constituents, as he had said, objected to a tax for the proposed outlay now, when perhaps the whole School Law would be altered at the next meeting of the Legislature. Then wherever Protestants had a school, Roman Catholics would claim a right to a school also. This would undoubtedly be demanded, and thus an increase of taxation would be needed for the erection of mere Ward Schools, which he contended, and he would appeal to Dr. Workman himself for corroboration, were not adapted to give the children of the tradesmen of Toronto that education which they had an equal right with the poorer classes to expect. If his suggestions were adopted, they would be enabled to bring under the one roof several different masters, and establish such a gradation in the classes as would enable the Trustees to give the children an improved education. In confirmation of what he had advanced, Mr. Thompson quoted a passage from a report on the subject of education, to show that in London and Brantford, where the system of centralization had been pursued, it was attended with the best effects. He argued that if the Trustees would follow the example of Brantford and London, they would be able with a far less expenditure of money, to carry out the principle of Common School education more perfectly than by the proposed erection of uniform Ward Schools; that principle he believed to be the taxation of those who were able to afford it, for the benefit of those who were unable to pay: but conditional on the tax-payers also deriving a benefit from it. If they did not derive some benefit from the expenditure of their money, and if their children were virtually expelled from the school which they principally supported, that it was extremely hard on a large class of the population; for it must be apparent to all, that there were numbers of people who could afford to pay for the instruction of their own youth, yet could ill afford to give away their money and receive no value for it.

Dr. Workman said he stood at the bar of public opinion. The requisition calling this meeting had arraigned the Board of School Trustees of this city, and he in his own person as President of that Board was called upon to answer to this bill of indictment, prepared by Mr. George Bilton and his sixty-nine co-partners. He appeared there to give an account of his

stewardship, and to put it to the good sense of the community whether the Board had not justly and sagaciously discharged its duty. This bill of indictment charged the Board with a very weighty offence against the political economy of this city. The grievous offence of having contemplated to buy lots of land on which to erect schools, of having contemplated to erect certain school houses, and to go on to fill up the whole city with school houses, until it would be impossible to get a lot of land for any other purpose, because the Board have determined that every lot of land shall be appropriated to the erection of a school house. That certainly was a grievous offence. Mr. Dallas had read to them long reports from the Yankees, they may be good or bad, that does not matter. He has also told you that he is acquainted with all the systems of education not only in Canada and America but throughout the whole world. (Hear and laughter.)

Mr. Dallas—Throughout Europe.

Dr. Workman—Was it not a great pity that a large expenditure was incurred for the purpose of sending home his learned friend—(pointing to Dr. Ryerson)—for the purpose of gaining information in Scotland, England, Ireland, and Germany about the best systems of education, when Mr. Dallas was here, who could have so easily explained all the matter. But Mr. Dallas sits quietly, looking after his wooden ware until Dr. Ryerson comes back. But how is it that he and those associated with him now come forward in reference to this system of free education. What was the reply.—Their pockets were never touched before. Mr. Dallas has told you a good deal of the difficulty experienced in carrying out this Free School system, but this difficulty just amounts to 2½d. in the pound. We might have gone on to all eternity in the Free School system if we had not touched their pockets. In looking over the signatures attached to the requisition, he saw the names of many persons of liberal mind, and it is evident that they had consented to the requisition in order to have an expression of public opinion. That expression he hoped this meeting would give, and he knew well by their countenances what would be the verdict. Mr. Dallas had read from the Report of the Education Board of Massachusetts to show that after a trial of two centuries the system had been a complete failure. He would also quote from that Report. The Dr. here read an extract to show that after two centuries of successful efforts, the Board could safely pronounce that the plan on which their schools were based was a wise and sagacious system, and said that the audience would observe how carefully Mr. Dallas had picked out his extracts, and the extreme reluctance he manifested when he came to the very edge, to go one step further. The Dr. read another extract, to the effect that many persons, actuated by selfish principles, men of extensive influence, were endeavoring to persuade the more ignorant of the community, that the school money is lavishly expended for useless purposes, and in this way they raise against the system a formidable resistance, but the subject only needs a little explanation to prevent the public from the fatal error of acting blindly against the free education of their own

children. Now that was exactly the position in which Mr. Bilton and his associates would place us, and by following their advice, they might vote against a school tax, but they must increase the payment for the Lunatic Asylum. He thought it quite enough to shew that Mr. Dallas did not quote fairly from the Report, and that here they were prepared to be tried upon their own merits. He believed every member of the Board anxiously desired the promotion of the public interest, but as there is a certain place said to be paved with good intentions, they may have been wrong notwithstanding. The Board came to existence one year ago, and the first conviction which forced itself upon them was the necessity of a very careful examination of all the schools, so that if anything was defective in point of accommodation or any other way, it might be remedied. The Dr. here alluded to the defective state in which they found the several schools, and said they had sufficient evidence of the necessity of further accommodation; in one of the schools which usually contained 67 scholars, he found 35 prevented from attending by an epidemic disease. The school-houses were destructive to health,—some improvement was necessary—neither scholars nor teachers could endure to be cooped up in them. He knew five or six of the latter, among the best men of the city, who were actually dying from the injury done to them by the unhealthy places in which they laboured. The Board had full authority to erect new houses without consulting any one, but they wished to take the City Council along with them in the movement, and accordingly proposed a conference with a committee of that body. With the exception of those who were School Trustees, only one member of that Committee gave them any assistance in their views, and that member was Mr. Alderman Thompson. The Trustees proposed that only one School-house should be built in the first year, in order to make it less burdensome to the people. They thought that if they got up one large School-house well built, and installed in it 5 or 6 good Teachers, the people would be so pleased with the improvement, that they would cry out for the remainder to be erected immediately. Mr. Thompson, however, gave them a new light on the subject, he pointed out that the economy of the Trustees was bad, that it would be better to issue debentures and build the whole four required, and that the interest would not be greater than the rent of the shanties which they were at present occupying. The requisitionists stated, that the Trustees were about to erect a large school in each ward, but he could assure them that the Trustees had no such intention. In St. James' Ward, for instance, a Common School was not wanted, in the upper part at least, because the Model School was erected there, and he thought that Ward very fortunate in having such an institution within its bounds. In the lower part no suitable site could be found on which to erect one, and there would consequently be none in that ward. There was a district of the town rapidly increasing in population, as he could testify, lying between Nelson street on the west, and Parliament st. on the east, and to the north as far as the City limits,—and a School-house was very necessary in it. A suitable lot had been found at a very low price,

and he was happy to say, that the purchase of it had been completed that very day, because the Trustees were told they were to be all annihilated at that meeting, and so thought it well to do all the good they could before their dissolution. One would be erected there, another to the east, and another to the west of Yonge street,—and that was all that would be required. The Upper Canada College had been very liberal to them, in having given the use of a large building belonging to it in Adelaide street free of rent for one year, and at £20 per annum, for two years thereafter; and the City Council, had also been very liberal; they had expended £2,000, in providing accommodation for two butchers' boys, and as many calves, on the Garrison Common, (there was no indignation meeting about that, by the way,) the upper room of this building (St. Andrew's market) was rented for £20 a year, and there were two large and flourishing schools within its walls. It was absurd in these requisitionists to say, that they were in favour of education and yet opposed to good School-houses.—They must have proper buildings or they would never be able to raise the standard of Education. They said that the schools were not Common Schools. Who formed the majority attending them; why those called poor classes. He had inspected them and knew the parents, they were the respectable mechanics, the small traders, the honest labourers of the city, and was it for them that they would erect what they called pauper schools or ragged schools. No, but public schools to the support of which they contributed by means of taxation. He saw Mr. Dixon's name appended to the requisition. Now, this gentleman had several sons educated at Upper Canada College and at King's College, which were supported out of the general funds of the Province, why did not Mr. Dixon discover before, that it was wrong to tax all for educational purposes. He was told that every student in King's College cost the country £300 per annum, and it was not very far from the mark; surely, Mr. Dixon, and Mr. Tyner, another of the requisitionists, whose son had gone through that University with high honours, when they paid their school tax, were only paying back in a small proportion to the people what they had received in times past. Dr. Workman then proceeded to speak of the value which the education of the people gave to property, that houses or land would be valueless among an uncivilised people, and concluded by asking if they could confer any greater benefit on the rich man, than by using a small portion of his property for the advancement of knowledge.

Rev. Dr. Ryerson said, that the meeting had been called on the local question of taxation, but as all the speakers had discussed the principle of Free Schools, he had no hesitation in appearing as one of its advocates. The extracts which Mr. Dallas had read from the School Reports of Massachusetts had no more reference to cities and towns than they had to the moon. They referred to the county towns, a word which, in Massachusetts, answered to township with us. In the next place, the evils complained of were caused by the examination of teachers by local committees unfit for the duty. That was the very error which had been corrected in

our system. the power of examination and certificate has been placed in the hands of a County Board, which has made a complete reform. He well remembered the cause of his first impressions in favour of free schools. He went to visit one of the public schools of Boston, the High School, where boys were prepared for College, yet as free of expense to all classes as the lowest, and the Mayor of the city, who accompanied him, wishing to give a lesson in aristocracy, probably, pointed out two lads who occupied the same seat. He told him that one of these was the son of Abbott Lawrence the great manufacturer, and now American Minister in England, and the other was the son of the door keeper of the City Hall which they had just left. They were enjoying the same advantages, the son of the millionaire and the son of the door-keeper; *that was what he wished to see in Canada*, the sons of our poor have the same opportunity of educational advancement as those of the richest. Did it appear from this that the rich did not attend the Common Schools of Massachusetts as Mr. Dallas had told them. Why, the Governor of that State, in a speech which he made lately at Newburyport, said that if he had as many sons as old Priam, and was as rich as Astor, that he would send them all to the Free School.—There were rich and proud men in Massachusetts, undoubtedly, who would not send their children among the poor, and rich stingy men, who objected to be taxed for other people's children, but they were the exceptions to the rule. Doctor Ryerson then proceeded to quote from the school reports of Hallowell in Maine, and Lowell, Massachusetts, to prove the advantages of the free system in the improvement of the character of the schools. In the former place, they had three different grades, primary, grammar and high schools, and the practical operation of the system had removed every objection urged against them at their introduction. There was one fact that he wished to mention in connection with the Free Schools of Massachusetts. A body of European clergy belonging to the Catholic Church had gone to their bishop in Boston to request him to use his influence against the Free School system.—He returned for answer, that he knew the character of the schools, having been educated in them, and having owed to them his position in the Church and the world, and he would do nothing to impair their usefulness. If the Free School system was bad, would not the people of New England have found it out with the experience of 200 years; in that time they had discovered errors in the management, but the principle was more strongly and firmly established than when first introduced. It was an extraordinary fact, applicable to the more immediate business of the meeting, that though there were more institutions of education established by the public, in Toronto, than in all the rest of Upper Canada, yet that the city itself had never erected a single house for educational purposes. Toronto, had, in fact, been living on all Upper Canada. Upper Canada College and King's College had been established among them, and they had enjoyed all the benefits thus provided by the whole people, yet the people of Toronto now threatened to say, that it was not just to be made to pay for the education of others. They should have thought of that when their own children

were enjoying the advantages of free education. It was no reason that there should be no public schools because all could not or would not send their children to them, just as there was no reason that a great thoroughfare like King Street should be closed because there were bye-paths which some people found it convenient to take. A glance at the school systems of other countries besides New England might be advantageous to us. In Prussia every parent was compelled to send his children to the public schools between the ages of 6 and 14 years. In Switzerland, a democracy, all children are compelled to go to school, until the time that they are apprenticed to a trade, and there is a board to examine and judge of their qualification for the business they are to engage in. Dr. Ryerson concluded by urging the claims upon the wealthy for the support of free schools, as a means of improving their property, and sat down amid loud applause.

Rev. Dr. BURNS, before proceeding to the matters more immediately under discussion, desired to express his satisfaction at the improvements recently made in the school system, by the introduction of periodical examinations, by raising the salaries of the teachers, and by the extension of the number of Grammar Schools. He also paid a high compliment to Dr. Ryerson, for his efforts on behalf of education, and was rejoiced that so much progress had been made under his management. They had good cause to thank God for the advance, and take courage for the future. Dr. B. then proceeded to speak of the willingness of the American people to be taxed for Free Schools, mentioning Alleghany City, in Pennsylvania, as an example, a town not larger than Toronto, and not possessing so many advantages, but which contributed a much larger sum for the purposes of education. He then spoke of the advantage of avoiding anything like pauper schools, and that it was desirable even to avoid calling the schools common instead of public. He quoted from Mr. S. Buckingham in proof of the American interest in schools, and from the work of a foreign author, to show the benefit of education in improving the skill of artizans. He concluded by moving the following amendment:—

"That a sound and thorough elementary education is the birth-right of every citizen, and enlightened patriotism demands that it ought to be in the largest sense of the term 'universal,' therefore this meeting approves of the system of free public schools, subject to such wholesome regulations as the Trustees may see meet to adopt."

Rev. Mr. JENNINGS wished to say a word as to the statement of Mr. Dallas, that Free Schools necessarily made bad teachers. All the teachers now in Toronto were of the first class, which they had never been before. A second point was, that the number of scholars did not increase under the new system. He could contradict that positively, from information received in his visits to the schools and to families. He desired to notice also that the new system had been a loss to the teachers instead of an advantage, as some supposed; yet so sincere were they in their desire for the public good, that they went earnestly for Free Schools. This was truly generous and patriotic. Mr. J. then spoke of the necessity of new school-houses, instead

of the hovels in which, during the heat of summer, it was hardly possible to breathe a minute, much less to live many hours a day. He only touched upon these points on which he would have wished to enlarge, but was unable from the lateness of the hour. He seconded the amendment of Dr. Burns.

Dr. Russell said that he came forward to vindicate himself and some others who had signed the requisition. When the gentleman called upon him to sign that paper he told him that he would sign it for the purpose of having the subject discussed; but for his own part, he had both written and spoken in favour of Free Schools for several years; and as for the tax being too high, he had also told the gentleman who had called upon him, that although he was a bachelor, and, unless this leap year should do something for him, was likely to continue one, still he was willing that the tax should be doubled so that our Common School system should be improved. All that he desired was to have the subject freely discussed—and as it admitted of various opinions, and as he was sure there were as honest advocates on the one side as the other, the subject ought to be met on the ground of fair and legitimate argument alone. We should leave motives out of the question in such discussions altogether. Mr. Dallas had talked of us going back to the old system. The words "going back," were not in his (Dr. Russell's) creed. There was no going back in the laws of Nature. The whole universe was in a state of progress. Even what were called fixed stars, of which our sun was one, were found to be circling round immeasurable orbits, which took millions of years to accomplish. He was willing to conceive human institutions as a part of Nature, and as such there could be no going back. He did not believe in this crablike philosophy. It was admitted on all hands that ignorance engendered crime. The question was which system was the best to dispel ignorance. He considered the Free School system the only one worthy of being called a system. By it the knowledge resulting from the experience of all could be concentrated for the benefit of all. It was known that an aristocratic or federal party in Massachusetts had opposed the equal rights of the masses. These men had pertinaciously opposed the Free School system, and now they bring forward their own opposition, as an evidence against the system. But he (Dr. Russell) had only intended to set himself right in regard to signing the requisition.

Hon. Henry John Boulton declared himself in favour of public school education for all classes, and proceeded to speak generally of the advantages of instruction, against the resolution, and of the necessity for the establisment in Toronto of an industrial school.

Mr. Dallas said he was astonished at the course of Mr. Boulton. He had understood that he (Mr. B.) had promised to propose the resolution. (Laughter.)

Mr. Boulton explained that he had been asked to do so, but had not promised positively. On inquiring into the matter, he had discovered that the sentiments of the resolution could not be defended. (Cheers.)

Mr. A. RIDDELL was happy in having an opportunity to say a few words with respect to the proceedings of the Board of School Trustees during the past year. From the able and clear manner in which gentlemen who preceded him had addressed the meeting in favour of the cause of education, there was no necessity for his offering to the meeting any lenghty remarks. He should therefore detain them but for a few minutes. The gentlemen who are getting up this opposition were lately invited to Boston by the authorities of that city. All their expenses were defrayed and they were continually feasted while in Boston by its inhabitants. They returned to Toronto, and show their gratitude by belying the institutions of those who had treated them so kindly, and declaiming against their educational and domestic policy. (Hear hear.) He was happy in being able to say that he was born in a country, and lived under laws which recognized all men as equals.—His employer (Ald. Thompson)—and a kind employer he had been to him for nearly fifteen years—had seconded and spoken for the resolution which had been put from the chair. Now he (Mr. R.) was about to speak against it. He was formerly averse to free schools, and he sincerely thanked Mr. Thompson, who had converted him. If that gentleman had changed his opinions since that time, he (Mr. R.) had not. There had been a great cry raised against building school houses, but no one had told their cost. If a school site in each of the six Wards were purchased at £400—the price at which the Board had already purshased three—it would amount to £2,400. To erect school premises to accommodate more than double the present number of scholars, would cost £800 more, or £1,200 for each Ward ; making in the whole £7,200. Now if the city property never increased in value, it would take a tax of only *one penny in the pound for eight years* to pay for them all, and they would be the property of the citizens for ever. (Cheers.) He would treat the matter in a business way, and would show that it was to the advantage of those who opposed free schools that that system should be perpetuated. Suppose the people could not read—that their minds were sealed and blind—how many newspapers would be sold in our streets? Would it not be better for the proprietors of the Press if all men were educated? (Cheers.) He (Mr. R.) had had some little experience in the world, and wherever he found health and comfort, the people were educated. Wherever on the other hand, he found depravity and drunkenness, there ignorance dwelt. Now, they would allow that it was but justice that all classes of the community should, if possible, be represented there that evening. The merchants, the doctors, the lawyers, and the clergy had been already represented; and he, a journeyman mechanic, trusted that it would not be considered presumption if he had risen to represent a class more important than any of them. (Cheers.) He had a great deal more that he might state, but there was not time: and he now begged to conclude, more particularly as he observed by their intelligent and smiling countenances that they were ready to pronounce in favor of free schools. It was a good time now to take the sense of the meeting, as the noisy enemies of education had left the

meeting—to wet their whistles, and left the sober and thinking men behind. (Laughter.)

Mr. LESSLIE desired time only to quote the language of the Massachusetts Board, in their Report for 1851, in favor of Free Schools—viz: "The people of the Commonwealth generally manifest an increasing regard for our inestimable system of Common School Education. It is becoming more and more apparent to the whole community, that our Public Free Schools are destined to exert a controlling influence upon all the great interests of society. The expression of public opinion in regard to the tendencies of popular education among us, is heard only in the language of eulogy. Our danger now lies, not so much, in any *opposition* that may drive against the system, as from a feeling of complacency in it—*as it is* only a small part of its capabilities that have yet been brought out. If it can be made evident to the common mind, that there are faults and defects which are necessarily connected with the *administration* of the system, or that a much higher degree of success is easily attainable, Strong hands will be ready for the work, and they will never be taken from it, till these faults shall be removed and that success obtained."

Mr. Alderman THOMPSON said a few words, when there was a loud call for the vote, and the Mayor called upon the opposing party to separate, when nearly the whole meeting passed to the right for the amendment, and only about a dozen supporting the resolution on the left. The meeting then broke up, with enthusiastic cheers for Free Schools.

The School Elections, which occurred immediately subsequent to the public meeting, took their character from the Free School question, and, in every instance but one, the supporters of Free Schools were returned—the exception being in the Ward of St. David, where, on local considerations, Mr. W. Shepherd defeated Mr. A. A. Riddell. The Trustee Board for 1852 consisted of the following gentlemen, viz:—

Dr. Workman, Chairman; Messrs. James Lesslie, Wm. Hall, W. Gooderham, Richard Brewer, A. McGlashan, Wm. McMaster, D. Paterson, J. G. Beard, C. Fisher, D. Maitland, and Wm. Shepherd, Esqrs.

Having in view the effects produced on the public mind by the recent discussions in St. Lawrence Hall on the subject of Free Schools, the newly elected Chairman, Dr. Workman, on the occasion of his re-appointment (January 21, 1852), read an inaugural address to the members of

the Board, which, as explanatory of many circumstances of great importance to the school question at that time, will be perused with much interest at the present day, viz :

ADDRESS TO THE BOARD OF SCHOOL TRUSTEES.

GENTLEMEN,—I thank you most cordially for this renewed assurance of your esteem ; and for the third time in succession I accept from your hands the office of Chairman of your Board—an office which, in my estimation, is, in point of true honor and dignity, second to no other of a public character in our whole community ; for whether I regard it in view of its high authority in the advancement of the general weal, or with a single reference to the respectability and superior intelligence of the individuals to whose kind consideration I am indebted for the distinction, I feel equally gratified by the compliment which you have unanimously and courteously conferred upon me. Were I, gentlemen, to consult merely my own convenience or pecuniary interests, or even to defer to the requirements of my present bodily health, I should decline the acceptance of your high honor ; but there are times of emergency and urgent public necessity in which no man is at liberty to withhold his aid from the great work of human amelioration. Every member of this Board, I am satisfied, feels, in common with me, the imperative claims upon his sympathies and efforts which the educational interests of this city, and of the country at large, now urge in language not to be mistaken. I believe, gentlemen, that we have arrived at a momentous crisis in the history of general education in this Province—a crisis in which strong minds and firm hearts are called for, and must be put to the test. The education of the children of the operative, and the humbler classes of society—the diffusion of knowledge among the multitude—the awakening of the thinking powers of the now unlettered masses—are objects of high import, and are regarded in different lights by men of different opinions. Suffice it to say, that general education, the education given in the Common Schools, has its opponents ; some open and declared, and therefore not much to be dreaded ; but others covert and deep designing, and most destructive when most smilingly avowing their solicitude for the cause of popular knowledge. I feel well assured, however, that those whom I now address are men of a different mould, and have been sent here by their fellow-citizens for good and wise purposes. How gratifying must it be to me, on this occasion, to know that I am upheld in my efforts in the work of intellectual reformation by such as you, representing alike the wealth, the intelligence, the moral worth, the industry, and the religious excellence of our population !

I would now submit to you in order the various matters of business which appear to me to call for immediate action.

FREE SCHOOLS.

The recent unequivocal expression of public opinion given by your constituents, as well in public town meetings as more recently at the hustings,

has placed you, gentlemen, in approaching this very important question, in a far more advantageous position than that held by your predecessors. The establishment of our Common Schools on the free system was an experiment, made by the late Board under serious apprehensions; and, considering the very imperfect educational machinery at command, it might be termed even a hazardous experiment. The die, however, was cast, and fortune has smiled on the enterprise. The voice of the people has pronounced the verdict, not of mere acquittal, but of strong approval. But let me admonish you not to be too much buoyed up by this manifestation of public feeling. The best friends of education, as the best friends of other great works, are not the most ardent amongst its adherents and admirers. It is in your power to lay, in this community, the foundations of general education, on a broad and deep basis; but it is also in your power to destroy general education totally, at the very outset. If you would lay a deep foundation, proceed cautiously. Do not, as you value the happiness and intelligence of posterity, make general education burthensome in its infancy. Do not ask men to sacrifice too largely in behalf of a distant, and as yet unappreciated, benefit. In providing your ways and means, forget not that those who are chiefly to contribute them are to be indirectly and perhaps not immediately compensated, and that some of them have not yet learned to see any sort of personal advantage resulting to them from increased popular intelligence; nay, that not a few may be so blind as to hold the very contrary opinion.

SCHOOL HOUSES.

A very short experience in your office of Trusteeship will convince you that a better class of school-houses than we at present occupy must be provided. Three good sites stand ready for your operations, and I trust before any of us appear again before our constituents, we shall have something substantial to point to, to prove that we have not been here for nothing. It is in your power to provide the pecuniary means for this work, without any or with but a trivial addition to the past year's School Assessment. Whatever you do, I would recommend that you do it quickly. The sooner good works of this character are seen, to testify for themselves and for you, the better.

SEPARATE ROMAN CATHOLIC SCHOOLS.

This, gentlemen, is an item of business to come before you, calling for calm consideration, and, as I believe, moderate and liberal action. Whatever may be our individual views and wishes on this deeply interesting question, since the law of the land has definitely prescribed our duty, it behoves us to carry out the requirements of the law. In consequence of the neutral position held by me as chairman, I have never had an opportunity of declaring at this Board my views on the general question of separate denominational schools. I have no hesitation, however, in stating that, though I am and always have been convinced that, under the present School Act, the Roman Catholics have a legal right to separate schools, and that I

would, in obedience to the law, accord to them this right, I yet regard the institution of such schools as ultimately detrimental to the best interests of the Roman Catholics; and on these grounds chiefly am I opposed to them. It has been my opinion that, between my Roman Catholic fellow-countrymen and the people of other countries and other creeds, there was already TOO MUCH separation. I would rather lessen than increase this separation. I fear that a day will come—and may not now be very distant—in which those who now are most in advocacy of this system, or most clamorous in demand of it, will feel the evil results of its operation, but too late for retrogression. Were the Roman Catholic population of Western Canada the most opulent and intelligent portion of our community;—did they constitute the bulk of even our middle and operative classes, or merchants, traders and mechanics—then, I might see how it could happen that they should not suffer materially from the Separate School System; but as matters really are, I cannot contemplate without alarm the position which in a few years hence will be occupied by the rising young men who, from the forms of Separate Roman Catholic Schools—separate *Irish* Schools—will step forward in quest of preferment, as apprentices to trades, as clerks and accountants, or shopmen, and in other business capacities. It requires (at least on my part, for I know something of the bearing of national and other prejudices in Canada,) no great stretch of imaginative power to forecast the working and the depressing tendency of this system of separation. It will end in a social segregation; and if this be the end really desired by its advocates, then are they righ tin their persistent course of demanding its full development. But, gentlemen, it is for us to administer the law as we find it. I trust we shall be able to do so in perfect good temper, notwithstanding the abuse that has been so wantonly thrown upon us from certain quarters. I am happy to be able to state that, in conjunction with our Secretary, I this day effected an amicable settlement of the claims of our Roman Catholic brethren for the past year with Dr. Hayes their accredited agent; and I have great pleasure in also stating, that Dr. Hayes, expressed himself as well satisfied with the terms. Had this gentleman represented the Roman Catholics at an earlier period, there would not have arisen those difficulties which the Board has had to encounter in the past year, in its relation with that body. It is highly desirable that early action should be taken for the adjustment of the Roman Catholic Separate School claims in this year; I therefore trust you will take up the question among the very first which will engage you.

APPOINTMENT OF A VISITORIAL TEACHER.

The appointment of a Visitorial Teacher, whose office it will be to attend by rotation throughout the whole day, the various schools under the Board, and to take a regular part in the process of teaching, with a view to the introduction of a good and uniform system, but more especially to superintend the writing classes, has been reserved for you; and numerous applications, accompanied by testimonials, will be laid before you by the

Clerk. The Visitorial Teacher will, as he very appropriately and advantageously may, perform in addition to his tuitional duties, those of Local Superintendent.

GENERAL MORALITY OF TEACHERS.

The standard of moral character among our teachers should engage the most serious attention of every member of this Board. Should any complaints against the intemperance, the violence, or the general reputation of a teacher reach the ears of a Trustee, it must certainly be the part of discretion and duty to make early enquiry, and to see that errors are corrected in the bud. I do not desire to be understood as having any special reference in this observation; but should such present itself to any of you, there can be no evil result from my remarks.

SCHOOL VISITATIONS.

I doubt, gentlemen, whether any department of your duties, even that which you perform at this Board, may, in point of true usefulness, rank higher than your school visitations. Would I might say that your predecessors had left you a good example! You will never have realized the true purport and force of your mission, until you have entered fully on your school visitation labours. None more earnestly desire to see you than the teachers—or perhaps I should say the scholars—certainly I have found both well pleased; and always best pleased where best prepared to encounter my visit. I trust you will not deny yourselves this great pleasure; and might I, gentlemen, ask of you, as I am aware you represent various religious denominations in this city, that you will endeavour to interest our clergy more warmly in the cause of common school education. I regret to have to state it, but I must tell the truth even of the clergy, these reverend gentlemen have been sadly negligent—very few clerical visits have been made to our schools in the past year. Education unconnected with, and uncontrolled by religion, is a very unstable sort of national morality. If our common schools are discountenanced, or neglected by the men who are appointed to teach the sacred truths of religion, what hope can there be for the safety of the multitude?

The School Law invests every minister of religion with the visitorial privilege; and no doubt the Legislature anticipated beneficial results from this provision. It is much to be wished that the teachers of religion should fraternize more closely, and more cordially, with the teachers of secular knowledge. I do not say that our common schools should become the arenas of religious controversy, or that the clerical visitor should there occupy himself in expounding the peculiar or distinguishing doctrines of his own denomination. He may find other and more befitting topics on which to engage his young auditory; and now that the Roman Catholic body have taken their children into separate schools, a very material source of apprehension has been removed, as to the tendency of clerical interference.

Gentlemen, I trust we shall in this, and in every other matter connected

with our important duties, be sustained by an intelligent community; and that we may be so sustained, let us proceed in all our acts with circumspection and Christian moderation.

The new Board of Trustees having come to the conclusion that it was advisable to engage the services of a gentleman who, in addition to the duty of superintending the general economy of the schools, should also act as a Visitorial Teacher, devoting the whole of his time to these conjoint duties, Mr. J. B. Boyle, previously a Head Master in the City Schools, was appointed to that office in 1852—which, having been continued during 1852 and 1853, was considered to be inconvenient, and the duties of Superintendent and Secretary were again united in Mr. Barber.

The year 1852 opened with preparations for building school houses. Designs had been sent in by several architects, and the Board decided to erect one according to the design of Mr. Sheard, on George street—and the other two, both of the same size and plan, according to the design of Mr. W. Thomas.

The contract for the George street School was taken by Mr. James Price, for brickwork, and Mr. R. Bell, for carpenter work; that for the Louisa Street and the Park Schools, was taken by Mr. P. Daly for the whole work, although Mr. John Brown executed the brick work. The buildings were commenced on or about July, 1852,—they were finished early in May, 1853. The school furniture, manufactured by Jacques and Hay, was all ready about the middle of March; and the three schools were formally opened for the work of education after the Easter holidays, April, 1853.

In all these premises there are distinct and separate male and female departments, each with its own play ground and entrance gate; and each department has its three divisions, namely, the first or gallery division for juveniles, the second for those more advanced, and the

third for the higher classes—each division having its own proper teacher.

As there was no census taken in 1852, the City population can be only approximated at 35,000; there were 16 Teachers; the school attendance was 1,346; and the whole cost of the schools was £2,558, in round numbers.

It would have been injudicious for the Board to have called upon the rate-payers to contribute in one year the whole amount that was required to build and furnish these school premises; and, accordingly, the Board applied to the Corporation to issue School Debentures at twenty years' date, redeemable one-twentieth every year, to meet this expense. Debentures to the amount of £3,500 were issued for this purpose, and sold at the customary discount. The Building Committee were Messrs. J. G. Beard, and D. Paterson, Esq.; and for the better information of the public, the report of their proceedings, submitted to and approved by the Board, at a later period, viz, 1853, when the buildings were finished, is worth reproducing here, viz. :—

At a meeting of the Board, held on Wednesday, Dec. 14, 1853, the following proceedings, *inter alia*, took place :—

Resolved,—"That the thanks of this Board are justly due to J. G. Beard, Esq., and D. Paterson, Esq., for the fidelity and care with which they have discharged the duties devolving upon them, while acting in the capacity of a Building Committee for the three new School Houses recently erected."

STATEMENT OF THE RECEIPTS AND EXPENDITURE OF THE BUILDING FUND—MADE OUT IN ACCORDANCE WITH A RESOLUTION OF THE BOARD OF SCHOOL TRUSTEES, NOVEMBER 30TH, 1853—AS FOLLOWS :—

DEBENTURE ACCOUNT.

1852.	DR.	£	S.	D.
Oct. 3	To City of Toronto for £3,500 School House Debentures	3500	0	0
	To interest accruing on Debentures	17	9	10
	To interest on Bills receivable, viz.: Rev. A. Green's notes	3	7	2
		£3520	17	0

Cr.

Oct. 14, 1852	By Mr. Short—Proceeds and interest (£1050 Debentures)	£897	15	9
"	By Rev. Dr. Green, ditto ditto, (£525 Debentures)	481	19	6
16	By Messrs. Crawford & Hagarty, ditto ditto, (£1,925 Debentures)	1799	17	6
	By discount on said Debentures	341	5	0
		£3520	17	0

THE BUILDING COMMITTEE IN ACCOUNT WITH THE BOARD OF TRUSTEES.

Dr.

1852—Oct.	—To Debenture account for proceeds and interest, £3500 School House Debentures	£3179	12	0
1853—Oct. 19	—To amount voted by the Board	300	8	0
		£3480	0	0

Cr.

1852-53	By Jas. Price's contract	£450	0	0
"	R. Bell's do. and extras	334	5	0
"	John Carr's do.	47	10	0
"	P. Daly's do. and extras	1809	9	8
"	W. Thomas	91	0	0
"	J. Sheard	41	10	0
"	Jacques & Hay, (cont.)	498	5	6
"	Downey & Co., account	98	15	9
"	Interest account	20	9	2
"	Sundries account	86	7	8
"	Balance, cash in Bank	2	7	3
		£3480	0	0

(E. & O. excepted.)

G. A. BARBER, Sec. B. S. T.

December 10th, 1853.

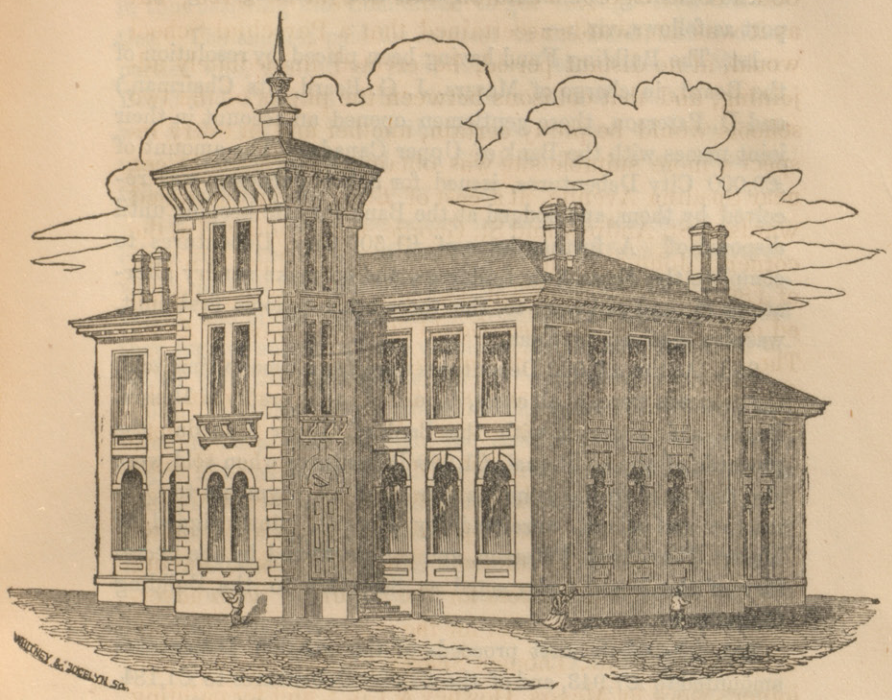
Audited and found correct,

J. W. BRENT, *Acct.*

In the course of 1853, a further movement was agitated. The advantage of Central Buildings was so strongly felt, and the desire of each Ward to have a School House erected within its own limits was so natural, that the Board again took up the question of increased School commodation. It was decided that further progress

should be made in this direction; and accordingly the following new purchases were made, viz., For the Ward of St. Patrick, a plot of ground, near the Market and South of St. George's Church, was bought for £425; but as it was afterwards ascertained that a Parochial School would, at no distant period, be erected immediately adjoining, and that collisons between the pupils of the two schools would be pretty certain, another and in every respect a more suitable site was obtained on Phœbe Street, near Spadina Avenue, at a cost of £584. For the united wards of St. Andrew and St. George, a site, situated at the corner of John and Mercer Streets, was obtained at a cost of £825. And for the Ward of St. James, a site was obtained on Victoria Street, near Gould Street, at a cost of £640. The Board of Trustees having had reason to be well satisfied with the design and substantial character of the George Street School, instructed Mr. Sheard (Architect), to prepare plans, &c., for the new School Houses to be forthwith erected, all three of one uniform design and arrangement, and of superior architectural character to those already constructed. The plans, &c., having been approved of, tenders for the buildings were advertised for; and the contract for the mason and brick work was taken by Mr. Thomas Snarr; for the carpenter and joiner's work by Messrs. Downey & Co.; and for painting and glazing by Messrs. Booth & Son. The works were commenced early in 1854, and the John Street buildings and those on Victoria Street were completed on or about the end of the year, and were opened for pupils shortly after the Christmas holidays, say in January, 1855; but that on Phœbe Street, owing to some accidental delay, was not ready until about May or June. The following wood cut illustrates these three new schools; and it may be noted here that the buildings were fitted up each with two furnaces and warm air apparatus; that Jacques & Hay supplied the school furniture; and that in order to

secure proper care of the premises, comfortable accommodation was made in the basement story for the teacher's residence, so that he might be always on the spot.



VIEW OF ONE OF THE PUBLIC SCHOOLS IN THE CITY OF TORONTO.

The Building Committee were the same as for the other schools, viz., Messrs. J. G. Beard and D. Paterson, Esqrs., and the same mode of providing the ways and means were resorted to for these as for those, namely, the issue of debentures payable at twenty years' date ; and as a matter of record for future reference, it has been thought advisable to republish the statement of the Building Committee, which shows what amount the Schools cost, and how the money was provided, viz. :—

REPORT OF THE BUILDING COMMITTEE, WITH THE BUILDING FUND ACCOUNTS FOR 1855.

The Standing Committee on Sites and Buildings beg to report as follows, viz. :—

1st. The Building Fund having been placed, by resolution of the Board, in charge of Messrs. J. G. Beard, (its Chairman,) and D. Paterson, those gentlemen opened an account in their joint names with the Bank of Upper Canada. The amount of £9,000 City Debentures, issued for School purposes, was received by them, and lodged at the Bank for safe keeping until disposed of. A further issue of £1,500 City Debentures to complete the three New Buildings, and to make sundry alterations in, and additions to, the three other Schools first built, was also received by them.

2nd. As the £9,000 Debentures were from time to time sold, the proceeds were, in all cases, deposited to the credit of Messrs. Beard and Paterson with the Bank of Upper Canada ; the proceeds of the additional £1,500 Debentures when sold were also deposited in the same manner ; and all payments to Contractors and others, were made by Cheque, jointly signed by Messrs. Beard and Paterson, and countersigned by the Secretary of the Board, who acted as Secretary to the Building Committee.

3rd. The whole nett proceeds of the £9,000 Debentures amounted to £7,943, and of the £1,500 Debentures to £1,184, making altogether £9,127 cash—and every possible effort was made to dispose of the Debentures to the best advantage. In addition to the proceeds, the sum of £291 9s. 2d. was received for interest accruing on the Debentures until sold, showing the total amount of money received to have been £9,418 9s. 2d. Out of this, payments have been made to the amount of £9,124 2s. 0d., as per receipts filed, leaving a balance to credit with the Bank of £294 7s. 2d. as per Bank Book.

4th. In consequence of the difficulty experienced in selling the Debentures on fair terms fast enough to meet the certified claims of the Contractors, funds had to be raised by means of Promissory Notes discounted, Messrs. Beard and Paterson giving their names as individuals for this purpose to the extent

of £8,750, and it is no more than right that the Committee should avail of this opportunuity to publicly acknowledge the liberality and kindness shown by the Bank of Upper Canada in thus assisting the Committee to get through their difficulties. The amount paid for interest to the Bank, and to other parties who, instead of cash, received the Notes of Messrs. Beard and Paterson to the further extent of £1,304 5s. 3d., was £137 14s. 3d. but as the interest realized on Debentures unsold during this period was £291 9s. 2d., the operation entailed no loss to the Building Fund.

5th. Your Committee report herewith a statement of Receipts and Expenditure of the Funds realized from Debentures, which, as well for their own sake as for the satisfaction of the Board, and of the Public, has been audited by Mr. Brent; and they further submit all the vouchers for the amounts paid, together with the Bank Books, &c.

6th. The three new Schools having been constructed and fitted up on a uniform plan, the cost of each of them is so nearly alike as hardly to call for separate mention; so that the average cost of each Building and its furniture may be therefore stated in round numbers at £3,000; and they are insured for £2400 each building and furniture, or £7350 altogether.

All which is respectfully submitted, on behalf of the Building Committee.

(Signed,) D. PATERSON,
Chairman.

TORONTO, 2nd January, 1856.

STATEMENT OF RECEIPTS AND EXPENDITURE of the Building Committee, BOARD OF SCHOOL TRUSTEES, for and on account of the Three New School Buildings, &c., 1854 and 1855.

DR.	RECEIPTS.			
To nett proceeds of £9,000 City Debentures, (issued June 1st, 1854, for New School Buildings,) as per account with Bank of Upper Canada,.....	£7943	0	0
" proceeds of £1,500 City Debentures, (further issued November 1st, 1855, to complete said Buildings, and make certain additions, &c., to those first erected,) as per account with the Bank of Upper Canada,.....	1184	0	0

Receipts brought forward.....		£9127	0 0
To nett Interest received as having accrued on the £9,000 Debentures until sold, as per account with the Bank of Upper Canada,.....		291	9 2
Total amount Received.....		£9418	9 2

Cr. EXPENDITURE.

By paid Mr. Thomas Snarr, Contract and Extras, Mason and Bricklayers' Work, New Schools, per Architect's certificates, ...	£3286 9 9		
Less Insurance paid on his account..	15 0 0		
		3271	9 9
" Messrs. Downey, & Co., Contract and Extras, Carpenter and Joiner's Work, New Schools, as per Architect's certificates,.....		3505	1 3
" Messrs. Booth & Son, Contracts and Extras, Painting and Glazing, New Schools, as per Architect's certificates, ...		346	0 0
" Mr. Sheard, Commission as Architect of said Buildings—5 per cent. on £7136 12s. 3d.,.....		356	16 6
" Messrs. Rossin, Brothers, Earth filling John Street, New School, Play Ground,.....		32	10 0
" Messrs. Jacques & Hay, Contract and Extras, School Furniture, &c., New Buildings,.....		804	5 3
By paid Messrs. Cheney & Co., for two Warm Air Furnaces, and fitting up, per Contract, Victoria Street School,.....		125	0 0
" Messrs. Pipers, Bros., for 2 Furnaces, and fitting up, per Contract, John Street School,.....		125	0 0
" T. D. Harris, for 2 Furnaces, and fitting up, per Contract, Phœbe Street School, ...		125	0 0
" Discounts, Bank Upper Canada, on Bills payable,.....	£95 17 8		
Interest B. U. C., overdue Bills,....	18 2 11		
Interest (£12 13s. 10d.) to Jacques & Hay, and (£11 9s. 10d.) to Downey & Co., on Bills payable,....	23 13 8		
		137	14 3
" Insurance on New Schools, while building.		11	5 0
" Brokerage [F. A. Whitney & Co.,] on Debentures sold,.....		10	0 0
" Downey & Co., on account of Planking, &c., yards of the 3 New School Buildings,.....		90	0 0

Expenditure brought forward.....	£8940	2	0
By Paid Humphreys & Co., on account of Wells and Pumps to the 3 New Schools,.....	34	0	0
" Downey & Co., on account of alterations and additions ordered to be made, 3 School Buildings first erected,.....	150	0	0
Total amount expended,.....	£9124	2	0
By balance in hand, B. U. C., as per Bank Book, this day, 31st December, 1855,.....	294	7	2
As above,.....	£9418	9	2

G. A. BARBER,
Secretary.

(Signed,) J. G. BEARD,
D. PATERSON.

Toronto, 31st December, 1855.

And the Board for 1855, at its last meeting, for the year ending 7th Jan., 1856, recorded its sense of the services of the Building Committee, by passing the following resolution unanimously, viz.:

"Resolved—That the Board of School Trustees of the City of Toronto, for the year 1855, cannot separate without expressing, on behalf of themselves and their fellow-citizens generally, their deepest gratitude to Joshua G. Beard, Esq., the Chairman of the Board, and David Paterson, Esq., the Chairman of the Building Committee, for their unequalled liberality and public spirit, in permitting their names to be used for the accommodation of this Board, with the Bank of Upper Canada, and other Banks, by which means the large sum of between eight and nine thousand pounds was discounted for the Board, and the erection of the three new school houses brought to completion—and also for the efforts made by Messrs. Beard and Paterson to dispose of the Debentures (£9000,) placed by the City Corporation to the credit of the Board for buildiug purposes: and further, for the very handsome manner in which they have, for many years past, and on all occasions, assisted this Board to fulfil its various engagements, and meet its liabilities."

In order to dispose of the whole question of school property, it may be convenient to state here, although it is not in the strict order of time, that in the Fall of 1856, a site, at the cost of £350, was acquired on the Givens' Estate, near the Asylum, so as to meet the requirements of the inhabitants of the extreme western portion of the City, for whose benefit an auxiliary school was established early in 1856, and which has continued to be a successful experiment—and that a site was purchased in June, 1857, at the cost of £800, at the corner of Palace and Cherry streets, in the Ward of St. Lawrence; so that this Ward, which, while it has contributed among the largest to the school assessment, has not as yet had a school-house of its own, the only school in the Ward being carried on in the school building, the gift of Enoch Turner, Esq., to Trinity Church, might enjoy the same advantages as other Wards, and have suitable school premises within its own limits.

The value of the real estate owned in trust by the Board, has been of course greatly enhanced by the recent advance in the value of property, and the following return exhibits its fair value, estimated in March, 1858, viz:

	£	*s.*	*d.*
Ward of St. George.			
John street School—Site, Building, Out-Premises, Furniture, &c.	4000	0	0
Ward of St. Lawrence.			
School site recently purchased, ...	800	0	0
Ward of St. James.			
Victoria street School—Site, Building, Out-Premises, Furniture, &c,.....	4000	0	0
Ward of St. John.			
Louisa street School—Site, Building, Out-Premises, Furniture, &c.....	2250	0	0

Ward of St. Patrick.

Phœbe street School—Site, Building, Out-Premises, Furniture, &c.....	£4000	0	0		
School site for Western School	350	0	0		
				£4350	0 0

Ward of St. David.

George street School—Site, Building, Out-Premises, Furniture, &c.....	£2250	0	0		
The Park School—Site, Building, Out-Premises, Furniture, &c.....	2000	0	0		
				4250	0 0
Total.....				£19650	0 0

Or in round numbers £20,000, equal to eighty thousand (80,000) dollars. In addition to this property, actually applied to school purposes, the Board has an interest in a property conveyed under the will of the late John Small, Esq., at the corner of Duke and Berkeley streets, and the vacant lot near St. Patrick's Market. The former has been disposed of to the Corporation for £600, not yet paid, and the latter is valued as worth, at least, the same amount. There is also an acre of land attached to the Park School, the property of the Board, but occupied by Mrs. Hannah, rent free, on a life-lease, in consideration of having barred her dower. The proceeds of the former two properties have been specially set apart towards new school buildings on the sites in the western part of the City, and in St. Lawrence Ward. The acre in the Park will be available at Mrs. Hannah's decease ; and there is about one-third of an acre on the East side of the premises where the buildings stand, that is not actually required for school purposes. And it will be satisfactory for the

public to be informed, that all the premises are well insured, as follows, viz. :

The Park School Premises and Furniture..	£1750
George street School do do.....	1750
Louisa street School do do.....	1750
And the John street, Victoria street, and Phœbe street, School premises and furniture, in one policy for	7350
Altogether, $50,400,.....	£12,600

When the three new school houses first erected in 1852, '53, came into operation, the teachers and pupils of three or four sections were drafted into the nearest new school, and thus enabled the principle of centralization and classification to come at once into practical effect. And when the other three new school houses were ready for occupation in 1855-'56, the same mode of proceeding was adopted to organize their commencement. From 1853 to 1856, therefore, the school section period gradually expired; and the period of centralization, of distinct male and female departments, and of separate divisions in each graduated according to proficiency, from the child about to commence its A. B. C. to the grown up lad and girl, completing their education, was completed in 1856, and has since then so continued. The only mixed schools, namely, where girls and young boys are taught together by the same person, are the Western School and Trinity School; but as the Board are committed to build new school houses in these localities, this state of things will soon be remedied, and the same improved principles applied to these, as now prevails in the other city schools.

With regard to this question of building one or more schools in the localities referred to, the following extract from the Report of the Standing Committee on School Sites and Buildings submitted to, and approved by the

Board, 1st Dec. 1858, will afford all the information required, viz.:

"Your Committee have had under their consideration, the requirements of the Ward of St. Lawrence, and the western portion of the city, for that school accommodation they have a just claim to, and which has long since been affirmed as necessary—and they have also anxiously considered the pressing necessity which exists for increased school accommodation in the northern part of the city, so as to relieve Louisa street School (Ward of St. John,) of the numbers which at present overcrowd its juvenile or gallery division in both departments, and thus render elementary instruction, almost impossible by one teacher—and the Committee have agreed to recommend that *three* new school houses, and not *two* as was originally proposed, should be commenced as early in the season of 1859 as possible, at a total cost, including fences, furniture, &c. not exceeding $3000 each, for which amount the Committee are of opinion, a building and appliances quite suitable enough, for some time to come, ought to be, and could be, provided."

"The Committee, while making this recommendation, are not unmindful of the grave fact, that the existing school accommodation is already more than the proportionate attendance. The schools already built afford the means of education for not less than 3000 children, while the average daily attendance for 1858, will show little, if any, more than 2000 pupils. This unsatisfactory comparison must however be laid at the door of those parents who either neglect or refuse to avail of the educational opportunities so liberally provided in their respective localities; but this cannot be taken as an objection against providing increased school accommodation in those localities where results have shown that even the imperfect provision now existing has been appreciated and largely profited by. And the Committee, therefore, consider

themselves justified in recommending new school houses to be erected where abundant proof has been given that the same will be valued, and availed of accordingly."

It would be inconvenient, and in fact would occupy too much space, to include, at any length, the School Statistics of past years; and it is therefore considered to be enough for the present purpose to publish, in the Appendix, the Tabular Statement No. 1, which affords a general view of School Statistics from 1844 to 1857, and No. 2, which exhibits a general Abstract of School Statistics for 1857.

THE INTERNAL ECONOMY OF THE SCHOOLS, AND THEIR MODE OF INSTRUCTION—THEIR DISCIPLINE—AND THE TEXT-BOOKS EMPLOYED.

As nearly all the children who attend the City Schools come from the industrial classes, the system of instruction pursued in the schools has been based upon practical considerations of utility, so as to impart to the pupils such a sound and useful English education as shall fit him or her to enter upon the daily pursuits of industrial or domestic life; and to accomplish these objects the following arrangements regulate the internal economy, and the mode of instruction, adopted and practised in the City Schools.

As it was necessary to have some one study recognized as the standard whereby classification and promotion should be arranged, it was considered that *reading* offered the most reliable and uniform guide in this particular. The *classes*, therefore, when designated as first, third, or fifth, for example, mean that the pupils of such classes make use of the first, third, or fifth National Reader.

In the six large schools there are separate male and

female departments. Each department, where the number of pupils warrants it, has three divisions, but otherwise only two divisions, each with its own responsible teacher. In the two smaller or auxiliary schools, namely, the Trinity School, and the Western School, the attendance includes both boys and girls, under the charge of one teacher.

Each department of the six large schools being subdivided as above stated, it should be understood that the *first* or junior division, generally known as the gallery class, comprises those very young children who, commencing with the alphabet, are carried forward until they can spell and read in the First Book; they are also taught the first elements of geography and of arithmetic, as far as the simple rules of addition and subtraction, together with the multiplication table; and the teacher further instructs them in attempts to write on the slate. The mode of instruction in the gallery classes is chiefly simultaneous, and by *viva voce* teaching. Tablet lessons are used for spelling and reading; large maps supply the means of teaching geography; and the black board, together with the abacus or calculator, assist to teach arithmetic.

At certain periods, generally Easter and Midsummer, the pupils are drafted, if found sufficiently advanced, from the gallery class into the second or intermediate division, where they commence to read in the Second Book, and so on through the sequel into the Third Book; they begin to learn to write with pen and ink, and are familiarized with easy dictation. Arithmetic on the slate as far as the compound rules, becomes a daily study; the elements of English Grammar and easy parsing lessons now come into practice. Geography, as far as the names of countries, cities, mountains, lakes, rivers, &c., is taught from maps. The elements of history are now commenced; object lessons are used by the teacher to give the pupil some knowledge of natural history; and in the girls' department instruction is also given in needle-work.

After a specified period, and promotion depending of course upon proficiency, the pupil is now advanced to the third or highest division, which is under the immediate personal charge of the head master in the boys', and of the head mistress in the girls' department—but although the departments are distinct the one from the other, yet the studies pursued are in all material respects so much alike, that what is stated of one may be taken as applying to both. In this, viz.: the third or senior division, the pupil reads, and is taught to understand, the Fourth and Fifth Books; and in the highest class, Sullivan's Literary Class Book is used. Spelling orally, and frequent dictation both in prose and verse are resorted to, and the meaning of words is studied and their roots explained and traced. Arithmetic, including the compound rules to reduction, proportion, vulgar and decimal fractions and the extraction of roots, occupies close attention. The study of the English language is now extended into Syntax; parsing of simple sentences, and, in the higher classes, analytical parsing, are carefully studied. Writing from copy-lines having now reached its mechanical extent, the pupil's pen is practised in transcribing from books such subjects in prose and verse as are calculated to store the memory with some useful fact, or impart to the mind some moral lesson. Geography, though still taught to some extent from maps, now requires a text book and an atlas to assist the scholar's progress; and in addition to a thorough knowledge of the general features of the earth's surface, the pupil is instructed with regard to the physical geography, the productions, climate, form of government, manners and customs of the principal countries of the civilized world. Elementary history, which was commenced in the second division, is carried steadily onward from the general history of the world to that of Europe, while especial attention is given to the History of England, as our mother country, and to that of Canada

as our adopted home. Pencil drawing is taught to all the scholars sufficiently advanced to undertake the study; and, where the tastes or the aptitude of the teacher points in that direction, vocal music is taught to all the pupils, and in some of the schools considerable proficiency is attained in this agreeable branch of popular education. In the boys' schools, book-keeping and practical mensuration are studied; and mathematics are taught to the higher classes as far as Equations, and the first two, or perhaps, three books of Euclid; while in the girls' school the higher branches of needle work, such as crochet, worsted work, and embroidery, take the place of mathematics; and at the Midsummer and Christmas Holidays, numerous interesting specimens of penmanship, maps (plain and coloured), pencil (and sometimes water-colour) drawings, and of plain and ornamental needle-work, are exhibited for the inspection of visitors.

According to the "General Regulations for Common Schools," as prescribed by the Council of Public Instruction, every alternate Saturday is declared to be a holiday, and for some time this regulation was carried out in the City Schools; but it was not found to work well—the Saturday *going to School* was too often forgotten by the pupils—the alternate attendance soon became almost nominal—and, in consequence, the Schools are now not open at all on Saturdays. As regards other holidays, it has been customary to give a week at Easter—a month in summer, usually in August—and a fortnight at Christmas.

The following "Time Table" exhibits at one view the daily and hourly occupations of the pupils of the third or senior division of each department. Each division has of course its own time table, but as the studies in the gallery class are altogether elementary, and those in the second division are in all material particulars analogous in character, if not in extent, to those of the third, it is thought unnecessary to publish the detailed studies of the first and second divisions, inasmuch as the arrangements set forth in the time table of the third or senior division, will, it is assumed, sufficiently explain the general character of the course of study pursued in the City Schools:

PUBLIC SCHOOLS, City of Toronto.—Time Table, Male Department, Third Division.—Hours of Study, from Nine, A.M., to Noon; and from One to Four, P.M.—Occupation of Time.

FROM	TO	MONDAY.	TUESDAY.	WEDNESDAY.	THURSDAY.	FRIDAY.
9.00	10.00	Reading, Scriptures with Sacred Geography.	Reading.—Derivations, 5th Book; Dictation, 4th Book.	Reading.—Dictation, 5th Book; Science, (Natural,) 4th Book.	Reading. — History, 5th Book; Political Economy, 4th Book.	Repetition and Elocution.
10.00	10.50	Writing.—Small Hand.	Writing.—Large Hand.	Drawing.	Writing and Book-Keeping.	Writing of Figures; Revision of Euclid.
10.50	11.00	FORENOON RECESS.				
11.00	12.00	Arithmetic.—Examine Simple Rules.	Arithmetic. — Compound Rules.	Arithmetic.—Proportion.	Arithmetic.—Fractions, &c.	Arithmetic.—Repetition.
12.00	1.00	NOON INTERMISSION.				
1.00	2.00	Grammar.—Letter-writing (Composition.)	Analysis of Sentences.—Comp. of Sim. Nominatives.	Grammar. — Composition; Des. of Objects; Abstracts.	Analysis of Sentences. — Written Parsing or Comp.	Repetition of Grammar and Analysis; Composition.
2.00	2.50	Geography of America.—Map Drawing.	History.	Geography (General). — Map Drawing.	History.	Repetition; Geography Object Lesson.
2.50	3.00	AFTERNOON RECESS.				
3.00	3.55	Arithmetic, Algebra, Euclid	Arithmetic, Algebra, Mental Arithmetic.	Arithmetic, Euclid, Science (Natural.)	Arithmetic, Algebra, Mental Arithmetic.	Singing and Recitation of Poetry, &c.

N. B. The School to be opened and closed with Scripture Reading and Prayer. Books from the Library will be given out each Friday afternoon.

PUBLIC SCHOOLS, City of Toronto.—Time Table, Female Department, Third Division.—Hours of Study, From Nine, A.M., to Noon; and from One to Four, P.M.—Occupation of Time.

FROM	TO	MONDAY.	TUESDAY.	WEDNESDAY.	THURSDAY.	FRIDAY.
9.00	10.00	Reading.—5th Book, or Literary Class Book and Spelling.	Reading.—English History and Spelling.	Reading.—5th Book, or Literary Class Book and Spelling.	Reading.—English History and Spelling.	Repetition of Grammar and Spelling.
10.00	10.50	Writing.	Writing.	Drawing.	Writing.	Repetition of Arithmetic.
10.50	11.00	FORENOON RECESS.				
11.00	12.00	Arithmetic.	Dictation.	Arithmetic.	Dictation.	Repetition of Arithmetic.
12.00	1.00	NOON INTERMISSION.				
1.00	2.00	Grammar.	Grammar.	Grammar.	Grammar.	Repetition of History.
2.00	2.50	Geography.	History.	Geography.	History.	Repetition of Geography.
2.50	3.00	AFTERNOON RECESS.				
3.00	3.55	Sewing and Singing.	Natural Philosophy.	Sewing.	Natural Philosophy.	Sewing and Singing.

N. B. The School to be opened and closed with Scripture Reading and Prayer. Books from the Library will be given out each Friday afternoon.

SCHOOL DISCIPLINE.

The discipline of the City Schools is such as would be exercised by a kind and judicious parent; and the working out of this general guiding principle will be fully understood by perusing the following code of regulations recently adopted by the Board, and referred to in their address to parents in another chapter, under the head of School attendance. These regulations apply both to Teachers and to Pupils; and as a full knowledge of their import and character cannot be too widely made known, it has been thought advisable to incorporate the same with this Report, and they are herewith submitted as follows :—

1st. AS TO TEACHERS.

1. The appointment and remuneration of teachers is determined by the trustees, and teachers are prohibited from receiving payment from, or on account of, any pupils.

2. Teachers after probation will be engaged by the year, but all engagements will be terminable on one month's notice in writing.

3. It will be the duty of every teacher to observe and enforce the regulations established by the trustees, a printed copy of which shall be permanently suspended in every class-room, and so far as they refer to pupils, read to the whole school every Monday morning.

4. All teachers are required to conform to the directions of the superintendent. The head masters will take priority of rank in the several schools, and all subordinate teachers are to give effect to the instructions of the principals of the departments in which they serve.

5. Every teacher is required both by precept and example to instruct the pupils in good manners, and to pay strict attention to their morals and cleanliness of person and habit.

6. The principal of each department shall make such arrangements as will secure the attendance of one teacher in the playground, to overlook the pupils during the intermissions of study.

7. The teachers shall be in the schools at all seasons of the year sufficiently early to have their rooms well prepared for the

scholars before the hour appointed for beginning the exercises; and it shall be their duty to give vigilant attention to the ventilation and temperature of their rooms, and at the end of each day's exercises, to see that the air in the rooms has been effectually changed before the school-house is closed.

8. The teachers are required to take special care of their respective class-rooms. The head masters will be held responsible for the preservation of the school-houses, yards, and appurtenances, as well as for maintaining them, in a clean, neat, and proper condition; and when any thing is out of order, requiring repair, or restoration, it is to be promptly reported to the superintendent.

9. A register shall be kept by the principal teacher in each department, in which shall be recorded the names, ages, dates of admission of the pupils, and the places of residence of their parents or guardians, together with the daily attendance of each pupil; and a monthly return or abstract thereof shall be made to the superintendent, in a printed form provided for that purpose.

10. The principal teachers in each department shall examine the pupils under the care of the other teachers, and otherwise superintend the exercises of the subordinate classes, as often as may be consistent with the proper discharge of their own more immediate duties.

11. The teachers are required to practise such discipline in the schools as would be exercised by a kind and judicious parent, and shall avoid corporal punishment in all cases where good order can be preserved by milder measures. When corporal punishment is inflicted, it shall take place only in presence of the school, and every such case shall be recorded in the school diary, the teacher being held responsible for the due exercise of this discretionary power.

12. For violent or pointed opposition to the teacher's authority, a principal teacher may suspend a child from attendance at school, immediately informing the parent of the measure, and reporting the case to the superintendent for his instructions.

13. When the disobedience of any pupil becomes habitual, and hopeless of reformation, and his example very injurious to the school, it shall be the duty of the principal teacher to report the case to the superintendent, who may suspend and ultimately expel the pupil from the schools, such act being subject to an appeal to

the Board of Trustees; but any child thus expelled, who shall, in the presence of the school, ask forgiveness for his or her fault, and shall promise amendment, may, with the sanction of the superintendent, be reinstated in the privileges of the school.

14. When any teacher is compelled, by sickness or other cause, to be absent from school, the principal of the department shall make temporary provision for the care of the classes, recording the case, and promptly reporting it to the superintendent; and if such absence shall continue for more than two days, the appointment of a substitute shall devolve upon upon the superintendent, and the substitute's remuneration shall be deducted from the salary of the teacher, by the authority of the Board.

15. No teachers shall award medals, or other prizes, to the pupils under their charge.

16. No subscription or contribution for any purpose whatever shall be introduced into any school.

17. No addresses shall be presented by the pupils to any teacher, or other school officers or authorities, and no uses other than those connected with the regular exercises of the schools, shall be made of the school-honses, except under the special sanction of the Board of School Trustees.

18. Teachers are expected to refrain from all public, political, and ecclesiastical controversy, and to remember that the public schools are intended for the children of all, without regard to the party principles of any, in matters religious or political.

19. The daily exercises of each school shall accord with the general programme of studies adopted by the Board, and a printed time table denoting them shall be permanently suspended in every class-room.

20. There shall be a recess of ten minutes for every class, each half day.

21. There shall be a repetition examination of every class on the Friday of each week.

2ND. AS REGARDS PUPILS.

1. Parents or guardians desirous of sending a child to any public school, are required to apply to the head teacher of such school, on any Monday morning, at nine o'clock, at which time only new pupils will be admitted.

2. No child will be admitted under five years of age.

3. On admission, the name of each child shall be entered in the general register, which shall record the name, age, and date of admission of the pupil, and the residence of the parent or guardian.

4. Pupils are expected to come to school with their persons and apparel neat and clean; and if any neglect this regulation, the principal teacher shall at once send them home, that they may receive proper attention.

5. No pupil shall be suffered to remain in school unless promptly supplied with the books deemed necessary by the Trustees for his or her classification and progress.

6. The daily exercises of each School shall commence and close with Scripture Reading and Prayer.

7. Each school shall be open from nine o'clock, A. M., until noon, and from one o'clock, P. M., until four of every lawful day of the week, except Saturday.

8. Every day the schools are open, the pupils shall assemble in their respective play-grounds, at the ringing of the bell, by five minutes before nine o'clock, A. M., and by five minutes before one o'clock, P. M. At nine, A. M., and at one, P. M., the doors shall be closed and the roll called; and every pupil not answering at the call of the roll, shall be registered "late."

9. No pupil, not present within a quarter of an hour of the time appointed for opening the school, shall be admitted for that half day, unless the absence be explained by his or her parent or guardian, personally or in writing, to the satisfaction of the head teacher.

10. No pupil, absent from school during a whole day, shall be re-admitted, unless such absence shall be explained by the parent or guardian, personally or in writing, to the satisfaction of the head teacher.

11. Frequent absences, unless satisfactorily explained, will be punished: first by public suspension, and finally by public dismissal from the school, the parents or guardians being duly notified.

12. No pupil, who is irregular in attendance, punctuality, or conduct, will be permitted the privilege of the school libraries, or be eligible for reward of any sort.

13. No pupil shall be allowed to leave before the hour appointed for closing school, except in case of sickness, or some pressing

emergency; and then the principal teacher's consent must first be obtained.

14. Pupils who are known to conduct themselves improperly, on their way to or from school, will be debarred for a time from the privileges of the school libraries, or otherwise punished, according to the nature of the offence.

15. Pupils will be held responsible for the care of the seats and desks appropriated to their use, and any injury thereto, or to any school furniture, will be punished according to the nature of the offence.

16. No pupil shall be transferred from one school to another, except on account of the change of the residence of his or her parent or guardian; and in every case of transfer, the pupil shall bring a note from the head teacher of the school he or she is leaving, to the head teacher of the school into which it is desired that such child shall enter, which shall state the ground of the transfer, in order to its being recorded in the register of each school.

17. Pupils are required to be respectful and obedient to their teachers, and kind and obliging to each other. All games likely to excite ill-feeling are strictly prohibited.

18. Pupils habitually inattentive, disrespectful, or disobedient to their teachers, will be suspended from the schools, and if they persevere in such misconduct, ultimately dismissed.

19. GENERALLY.—Pupils are required to speak the truth on all occasions; to refrain from indelicate or profane language, and from mocking or nicknaming their school fellows or others; to be obedient to parents and guardians, and respectful to all persons in authority; to be attentive, quiet and orderly in the school; to promote, as far as possible, the comfort and improvement of others; and, in fine, to do unto others whatever they would that others should do unto them.

TEXT BOOKS.

The Text Books, to be made use of in Common Schools generally, are prescribed by the Council of Public Instruction under the powers given by the 38th section of the School Act. Subject to these general regulations, the

Board of Trustees will sanction the use in the City Schools of such books only as may be authorized by the Board, or as, under special circumstances, may be temporarily sanctioned by the Local Superintendent. According to these regulations the text books chiefly used in the City Schools are the National Series of Reading Books, (reading, as elsewhere observed, forming the standard of our school classification) and the National Arithmetic and Book-keeping—but Sullivan's Literary Class Book, Murray's and Lennie's English Grammars, Thomson's Arithmetic, Bonnycastle's Algebra, Chamber's Mensuration, Simson's and Colenso's Euclid, Goldsmith's Histories, and Roy's History of Canada, are all more or less used in some or other of the City Schools.

SCHOOL ATTENDANCE.

The question of school attendance has for a long time occupied the anxious attention of the Board of Trustees. It cannot be denied that the number of pupils regularly attending the city Public Schools, does not bear that proportion to the number of children of school age in the city that it ought to do: while those whose names are registered as pupils are neither so regular nor so punctual in their attendance as is desirable. The views entertained by the Board, with regard to a subject of such vital importance to the welfare of Common School education, will be readily understood from the following report of the Committee on Free Schools, submitted to and adopted by the Board in 1857, viz:—

"Your Committee have had under consideration that most important subject, *irregularity of attendance*, which naturally affects the whole educational interests of the city. This subject has occupied the attention of the friends of popular education in other countries—for all, more or less suffer from the evil which it creates and fosters. However advantageous may be our school

system, however commodious and comfortable our school-houses, however able and industrious our teachers, but little comparative good can be effected so long as the attendance of pupils is marked by irregularity and want of punctuality. With such evils at work in a school, the development of the mental powers of the child and the formation of good habits—which are the great object and end of education—is prevented; the discipline of the school is thwarted; the efforts of the teacher destroyed; while derangement and confusion take the place of order and harmony."

"The origin of this evil, the Committee impute, in a great measure, *to the little responsibility felt by parents and guardians in this matter*. Children are too often kept from school, or made late, for the most frivolous causes. Did the heads of families but reflect upon the serious injuries thus inflicted upon their children —injuries which in after life they may never be able to recover— injuries which affect them not only morally and intellectually but pecuniarily, and not only themselves but society at large, they would surely hesitate before encouraging, too often on the slightest grounds, an evil fraught with snch consequences."

"The Committee, with the view of at least mitigating the evil complained of, recommend that the visitorial system be cordially entered into, and thoroughly carried out, by the different teachers. It is quite obvious that a zealous teacher can do much, not merely by enquiring into the causes of absence, but by judicious and kindly remonstrance with the parent, and by showing that the welfare of the children is their great aim. They can also render the school room attractive to scholars, so that they may learn to look upon it, not as a restraint, but as a place where they experience true enjoyment."

With reference to this recommendation it is proper to remark that every teacher is now required to visit the abodes of all those children, of his or her division, who are not regular and punctual, or who do not comply with the regulations of the school—a visiting book is kept for the use of each department, wherein is recorded the number of visits paid; the persons to whom those visits have been made; the cause for such visits; what took place on the occasion of the visit; and the result which attended it.

The same Committee also recommended that an address to parents, setting forth the advantages to be derived from our City Free Schools, and the evils entailed upon parents and children by a desultory attendance, should be prepared and published. This course it was thought might be of some service, and would at least deprive parents of any excuse for continued neglect. The recommendation was not however acted upon at the time it was made; but more recently, a brief address of this character, was adopted by the Board, and made the preface to the new rules and regulations; and as the same is strictly pertinent to the consideration in hand, its publication in these pages, as a portion of these remarks, will be appropriate, and it is hoped serviceable.

ADDRESS TO PARENTS AND GUARDIANS BY THE BOARD OF SCHOOL TRUSTEES.

TORONTO, July, 1858.

"The trustees have prepared and published regulations for the public schools, in order that parents and guardians, as well as children, may fully understand and carefully attend to them.

The yearly expenditure of public money, in maintaining these schools, is very large, and every rate-payer, whether he uses the schools or not, is required to contribute towards their support. The public have a right, therefore, to demand that the schools shall be managed in the best manner and for the good of the whole community, and those persons whose children share the advantages of free education, should be anxious to comply with such reasonable regulations as may be necessary to their efficient government.

The education offered in these public schools is sound, thorough, and of great value, whilst the management is based upon kindness and judicious consideration towards the pupils.

As the schools are entirely free, and every child of proper age is earnestly invited to enter them, the parents of any child who remains uneducated, are alone responsible for the loss that child suffers, and for all the future consequences of its ignorance to themselves and the community.

The greatest difficulty the schools have to encounter is irregularity of attendance on the part of the children: no business of any sort can succeed, but by dint of constant and steady application, and it is probable that six months' regular attendance at school is of more real benefit to a child than irregular attendance during twice that period.

Absence operates badly on the school as well as on the scholar, for it not only checks the progress of the absent pupil, but it prevents the advancement of those who attend with regularity.

The trustees have accordingly established strict regulations concerning the attendance of children; and as it will be the duty of the trustees, the superintendent, and the teachers to enforce them, parents are entreated to perform their duty by taking care that their children attend school regularly every day, and punctually at the appointed hours.

If parents neglect so simple and easy a duty, they inflict an injury upon the schools as well as upon their own children: and they must not afterwards complain if the habitual irregularity of their children be punished by suspension or dismissal, as the only way in which the discipline of the schools can be protected and maintained.

A daily record of the attendance of each child will be kept, so as to enable the trustees to enforce these regulations, and a copy of the same will be issued to the parents or guardians of every pupil, for their information and guidance.

Half-yearly public examinations are held in every school before the Midsummer and Christmas holidays, at which all parents and the public generally are invited to attend."

THE EXPENSE OF MAINTAINING THE SCHOOLS.

In the Appendix to this Report there will be found a comparative statement of the annual cost of the City Schools, and also the cost per child, from 1844 to 1857, both years inclusive. It is proper, however, to explain that the said statement, although sufficiently reliable for what it was intended to show, namely, that the expense

of maintaining the City Schools has largely increased since 1844 to 1857, and even since 1852 when the Free School System came into operation, up to the present time, yet it must be looked at with some qualification. As a mere matter of figures, the comparative statement certainly presents a discouraging appearance; but it is not simply as figures that the question ought to be considered. The mere *cost* of an article should assuredly be measured by its *quality;* and, in fairness to our City Schools, the proper consideration of expense is not whether the Schools are or are not more expensive now than they were, but whether the education and training acquired in the City Schools of the present day, costly as they may appear when compared in dollars and cents with the Schools of fourteen years ago, are not, in fact, quite as well worth, if not better worth, the money they cost *now*, than what they cost *then?* and whether, in fact, the expense, at $12 per child in 1858, is not actually a better educational investment for the citizens of Toronto, than the expense of $6 for the same purpose in 1844? In the School times of 1844, the School Buildings—if they indeed merited the term at all—were small, incommodious, badly ventilated, and ill adapted for the purposes of social and moral advancement, through the agency of popular education; children of both sexes assembled in one School-room, and mingled together in one common play-yard—in several cases as many as a hundred young persons were huddled together in a space not fit to accommodate—far less teach—two-thirds, or, it might be said, one-half, of the number; the pupils attending the Schools, from the child learning its A, B, C, up to those farthest advanced, were all taught, boys and girls, by one Male Teacher; so that there could be but little, if any, system or classification; and much that was attempted could not fail to be done otherwise than in a hurried and superficial manner.

It is true that the Teachers of that day worked, or rather slaved, amidst these contending difficulties, with an earnestness of purpose and an industry of action which merits all praise; and that they were able, under such circumstances, to impart so much knowledge to their pupils as they confessedly did, is a matter as much to be wondered at, as it deserves to be admired. But, at the same time, it would be simply absurd to compare the City Schools of 1844, or even 1852, with those of 1858.

In 1852, the present six handsome, spacious, and commodious Schools, suitably fitted up and supplied with all needful appliances, were commenced, and in 1855 they were completed; and to compare the cost of education from 1844 to 1852 with that of 1858, would be about as rational as to compare the miserable School premises of that period with the superior accommodation of the present day; for, cost what they may, our School Buildings are recognized by every stranger as an ornament to the City. Nor does the comparison, or rather contrast, end with the question of School Buildings and appliances; for while, in the olden time, boys and girls were taught together by a Male Teacher, now they have distinct and separate departments, and the girls are in charge of Female Teachers: then, there existed no opportunity of classification, while now, the pupils, being arranged and divided according to a recognized standard of proficiency, are advanced from one division to another, according to progress—and each division has its own appropriate Teacher. In fact, the comparison between 1844 or 1852, with the present day, might be extended all through every part of the School system; but enough has been advanced to prove to every unprejudiced mind, that although the City Schools do cost more now than they did in former years, yet the people have, in return, an article quite as valuable in proportion in 1858 as it was in 1844.

Improvement in anything cannot be accomplished without an increased expenditure. Education, surely, is not to be the exception; and if the excellent, but therefore, to some extent, more expensive education, so liberally provided in our City Schools, has not as yet produced the good fruit which was reasonably to be expected from their establishment, the whole blame lies at the door of those for whom these benefits were provided, but who, nevertheless, are not sufficiently alive to the advantages of them; otherwise, in a populous city like Toronto, every School-room would be filled with anxious pupils, urged on to a regular and punctual attendance by equally anxious parents.

Let us now turn our attention to the cost of the Schools for the past year, 1858; and by referring to the Appendix, where the annual statement of the whole expenditure is set forth in detail, it will be found that the whole amount of money actually paid out during 1858, was $28,757 44: the resources to meet which were derived from the Government Grant and the City Assessment. But, with regard to this total expenditure of $28,757, it will have to be borne in mind that $2,276 were paid on account of 1857; and that several large amounts paid, such as the items for instalments on sites, and for principal on debentures for School Buildings, are to be considered as belonging to permanent investments, and not to the annual cost of maintaining the Schools.

The following statement will more intelligibly exhibit the actual expense of maintaining the City Schools for the year 1858, namely:

Salaries to Teachers, Superintendent, and Secretary, and allowances to the Care-takers	$15463	16
Rents, $401 57; Election expenses, $86	487	57
School Libraries	224	70
Fuel, viz., Wood, cutting ditto, and Coal	1150	63
Insurance on $50,400	330	75
Maps, Object Lessons, &c.	157	84

Amount brought forward	$17714	65
Advertising, $126 97; Printing, $229	355	97
Pens, Ink, Pencils, and Stationery, for the Schools	123	12
Stationery for the Board, and for Offices	30	00
Miscellaneous Expenses	76	88
Annual Estimate for Dilapidation and necessary Repairs to School Buildings	1200	00
Annual Interest on permanent Investment of $80,000, for Sites, Buildings, Furniture, &c.....	4800	00
Total	$24400	62

Say, in round numbers, $25,000.

In the comparative statement of expense, from 1844 to 1857, previously referred to, the cost per pupil was estimated on the basis of "*Daily Average Attendance,*" inasmuch as the resolution of the Board requiring that information, specified that it should be so calculated. But this very strict and narrow view of the question of expense, is certainly not the fair light in which it should be viewed, inasmuch as in every public institution, and in every private business establishment, a reasonable per centage is always allowed for absence caused by sickness, weather, or other unavoidable causes; and to show to what an extent our School attendance is sometimes influenced by extreme cold or heavy rain, it will be enough to refer to the fact, that although so many as 2,444 pupils have been present at one time, yet there have been occasions when only 700 were in attendance! It is frankly admitted that the proportion of absentees and irregular attendance, is much greater than it ought to be; but the fault rests not with the Board—not upon the Schools—not upon the free principle—but altogether with parents, and with them alone. The machinery of the Schools is, and will be, going on steadily, whether every pupil be present or not; and the cost of maintaining the Schools cannot well be diminshed according to a sliding scale, dependent upon indifferent or neglectful absentees. It has been shown in the "Abstract of School

Attendance for 1858," that not less than 4,742 pupils had their names entered on the School Registers, from the 1st of January to the 31st of December; but it would not be fair to take these figures as representing the School attendance for 1858, because, in the first place, a proportion of these pupils, in consequence of change of residence, or after the Summer Vacation, have had their names entered on the Registers of other Schools; and, in the second place, because in that large number are included all those who, we find to the extent of 650, were at School but a few days altogether; and of nearly 1000 present only from 20 to 50 days out of the whole year. In the same abstract it is also shown that the "*average registered attendance*" (calculated by months) was 2,622, and this number ought to form the basis upon which the cost of education per child should, in fairness, be calculated—because, although of this number (2,622) of scholars, it is true that a proportion of not less than 25 out of every 100 were, on an average, absent every day, (the fact is discouraging, but the truth must be told) yet it by no means follows that the same children were absent on all these occasions; on the contrary, this per centage of absence was distributed over the whole number, and sometimes one and sometimes another was absent, according to circumstances; so that every one of the absentees did, more or less, receive instruction, and, in some degree, participated in the benefits conferred by the Schools; and it is, consequently, no more than right that they should be included in the average cost.

On this basis, therefore, the cost per child would come to $9.60; while for the purpose of keeping up the comparative calculation, as based upon "daily average," the cost per child, in this consideration, would then amount to $12.58, which is somewhat lower than for 1857, owing to the increased attendance for 1858.

The accommodation and the existing appliances of

our Schools, could receive and instruct a much larger number than they do. It is not too much to affirm that *five hundred* additional pupils could be taught with but a trifling addition to the whole anuual expense. And were parents and others to take a greater interest in the education of their children, and by this means ensure a larger as well as a more regular attendance, the cost per child, on the basis of "daily average," would be materially diminished; while the cost per child, on the basis of "registerd attendance," would be brought within a limit which could not be seriously objected to. If, however, the earnest endeavours of the Board of Trustees should unfortuately fail to accomplish this result, and if thereby the present Free School principle shonld be endangered, those parents and guardians for whose children the advantages of free education were intended, but who do not seem to value it, will alone be responsible for all the consequences that may ensue.

REPORT ON THE FREE SCHOOL SYSTEM.

Towards the close of 1857, the then Local Superintendent and Secretary, Mr. G. A. Barber, presented a report, No. 25, in which, on the ground, that according to his experience, "the result of the Free School System, *as now carried on*, was incommensurate with the cost of maintaining it," he therefore asked the Board to reconsider the whole question. At the same time that officer suggested the consideration whether the welfare of the schools, and the efficiency of the whole system of common school education, would not be advanced by separating the duties of Superintendent from those of Secretary. The views entertained by Mr. Barber on the Free School System, as carried on in this City, having been already published in pamphlet form, it is only necessary to refer to them here; but as the reasons which influenced

him in suggesting the separation of the two offices have not been made public, it is proper they should be stated to be, in effect,—"That he was disappointed as to the expected success of the free school principle in the city schools, and had therefore a conscientious disinclination to share the responsibility of a system so costly, and yet so comparatively fruitless"—and, "that he thought and felt the free school principle, if it was to be continued, might be worked out with a better chance of success in other hands; for, as he himself regarded the experiment as a partial failure, a person free from such a feeling, might more efficiently, perhaps, superintend its operations."

Both hese matters were taken up and discussed separately, the latter consideration being first disposed of. The Committee on School Management, to whom the same had been referred, reported as follows, viz.:

"The Superintendent has communicated the views inducing him to make the suggestion in question, and as they are based upon his experience of the working of the present (free school) system, which he regards as inefficient, undisciplined, costly, and comparatively fruitless, your Committee, aware of the weight attaching to such testimony, have anxiously discussed the question, and have decided not to assume the responsibility of recommending the continuance of existing arrangements, as regards the agencies employed to work out the principle.

"It is clear that to pursue a system, which after extended trial is condemned by those charged with giving it effect, is to concentrate the responsibility of its failure upon the Board, who, however strong their faith in such system may be, cannot undertake to operate it themselves, or practically to promote and secure its success."

The Board having adopted the Report of the Committee, the office of Superintendent, so declared vacant, was opened to applicants, and the choice of the Board fell upon the Rev. James Porter, who assumed the charge of the schools on 1st July, 1858.

The action of the Committee of School Management, on the Free School question, having been delayed, the consideration of the same was brought up in the Board by Mr. Tully, who on the 12th May, 1858, moved the following resolution, seconded by Mr. Geikie, viz.:

"Whereas the Local Superintendent, Mr. G. A. Barber, in his report No. 25, submitted to this Board on the 2nd December, 1857, has expressed the opinion, that the existing Free School System in this City was a partial failure, costly, but comparatively fruitless, and has further stated it to be his conscientious conviction, that it is no longer consistent with justice to tax a whole community, by a compulsory assessment, to accomplish at best a partial purpose--and whereas the assessment for school purposes was, in 1857, three pence in the pound, being one-twelfth of the whole City Tax, and it is therefore unjust to a large portion of the rate-payers to continue the Free School system on its present basis—Be it resolved, That it is advisable to establish an assessment by rate-bill upon such portion of the parents and guardians of pupils now attending, or who may hereafter, attend the Common Schools of this City, as are in a position to pay for the education of their children—and that the subject be referred to a Select Committee, to be composed of Messrs. Geikie, Coatsworth, Beard, Brown, and the mover, to report thereon." And in amendment thereto. Mr. Cumberland, seconded by Mr. Baxter, moves—"That in view of the changes about to be made in the administration of the Schools, namely, the separation of the office of Secretary from that of Local Superintendent, so as to secure the undivided attention of the latter officer to the duty of a constant supervision of the schools, and the adoption of a code of sufficient rules and regulations calculated to amend their discipline and improve their efficiency—which it is hoped will result favorably in the increase of the number of pupils, and the diminution of ex-

penditure,—it is inexpedient to disturb the existing system until it shall have been more completely and efficiently tested." A divison ensued thereupon, when there voted for the amendment Messrs. Baxter, Brown, Coatsworth, Cumberland Godson,Greenless, Henning, and McMurrich, 8 ; and against, it Messrs. Geikie, Joseph, and Tully, 3, —so the amendment was carried by a majority of 5.

Somewhat later in the year the Committee on School Management considered the subject of the aforesaid report No. 25, and presented the following Report, which being adopted by the Board, settled the question for the year, viz. :

To the Board of School Trustees of the City of Toronto.

The Standing Committee on School Management beg to present their Seventh Report.

That in pursuance with the resolution of the Board, adopted the 17th May last, your Committee have had under consideration the Report No. 25, of the Local Superintendent, Mr. G. A. Barber, dated December 1st, 1857.

In that Report the Local Superintendent calls upon the late Board to reconsider the whole question of the Free School System, upon the ground that, as at present carried on, its results are altogether incommensurate with the cost of maintaining it.

In support of that opinion he submits that the number of pupils attending the Common Schools is below that in due proportion to the whole number of children of school age in the City ; that the attendance of the pupils registered and entered at the Schools is *irregular:* that those actually attending are *unpunctual ;* and lastly, that a compulsory assessment and a voluntary attendance would seem to be manifestly inconsistent with each other, and accordingly that recourse should be had, either to the principle of compulsory attendance, or to the Rate Bill system.

Your Committee lament that the number attending the City Schools is smaller than it should be ; and, whilst they have not failed to discover that irregularity and unpunctuality of attendance which would seem to vindicate the necessity of a sterner discipline and a bolder administration, they are unwilling to charge upon the

Free School System, as such, the responsibility for evils which but distantly, if at all, result from it, and which may probably be capable of correction, without resorting to fundamental changes.

It is worthy of observation that Common School Education in this City, as a system, has never yet been permitted to enjoy that stability and permanence of operation which is generally acknowledged as essential to success.

It is vain to expect mature vigour and full fruit, from a system subjected to such frequent and fundamental changes; and although during the trial of the last three years, it may, in some particulars, have failed to justify the sanguine expectations formed of it, your Committee are inclined to regard as premature, any such unmeasured condemnation as would resuit in its disturbance, until every effort shall have been fairly exhausted to secure that efficiency and value which it has achieved in other places.

The Board has already separated the offices of Superintendent and Secretary, a measure which promises to secure a more constant supervision, and more efficient government of the Schools.

Your Committee having discovered that no code of Rules for the instruction and guidance of Teachers and Pupils had yet been issued, have prepared, and will immediately issue, Regulations in regard to the duties and powers of Teachers, to the admission and expulsion of pupils, to regularity and punctuality of attendance, and other details of discipline; and they trust thereby to arrest many of the evils which are regarded as evidence of the failure of the system.

The Board has already, by resolution, determined to maintain the Free School System, as they found it in operation when they were elected; using every means at their disposal, further to improve and strengthen it, if possible, to full efficiency. It is therefore unnecessary for your Committee to enter upon any discussion of the relative value of the Free, Rate Bill, and Compulsory System; a discussion which belongs to, and must find its issue with, the Rate-payers.

Your Committee, within the limits of the duties entrusted to them, accept the responsibility of administering the system, which, as Trustees, they were elected to administer; and they are not prepared to recommend that the powers committed to the Board,

by the Rate-payers, should be used to initiate the fundamental changes suggested by the Local Superintendent; and in regard to which, the Electors, as yet, have had no opportunity of expressing an opinion.

SEPARATE SCHOOLS.

The Board of Trustees of this City have at all times taken strong grounds against Separate Schools. So far back as 1848 the then Board (constituted by appointment from the Corporation) in reply to applications made by the principal denominational bodies in this city, decided it *to be inexpedient to establish denominational Schools within this City.* On various occasions the elective Board of Trustees have expressed themselves in the most emphatic terms against Separate Schools—to the utmost of their ability they have opposed the principle of denominational teaching as connected with Common School education; and on two occasions the Board presented petitions couched in earnest terms, praying that all religi ous distinctions in the Common School System of this Province might be altogether abolished.

In 1852 the sentiments of the Board with regard to Separate Schools were expressed in the report of a Committee, adopted by the Board and sent in to the Legislature, from which the following paragraphs, as more particularly bearing on the question are extracted, viz:

"It is one of the recognised principles of civilized society, that all shall contribute to establish and sustain Institutions deemed essential by the majority—provided that the demand does not infringe upon the rights of conscience. Thus, the charges attendant upon every branch of public legislation, jurisprudence, or any other branch of social economy, security or defence, are, or should be, borne equitably by all the inhabitants of the country, because all are partakers of the benefits resulting from the expenditure. No good citizen complains of being taxed to make the laws of his country, to guard it against foreign enemies, to secure its internal peace,—to repress and punish crime, or to extend the benefits of public economy throughout society. Religious distinctions in such cases are

unknown—the sectarian is wholly merged in the citizen. We never hear of separate houses of legislation being demanded by Protestants or Roman Catholics,—separate Courts of Justice—separate Houses of Correction, or any other of the numerous arrangements which the peace, safety and well-being of society demand. There is a universal admission of the rectitude and necessity of co-operation in public affairs, and of submission to the burthen imposed to uphold those civil institutions which the majority may deem essential to the social existence or welfare of the whole."

"Among all the instrumentalities employed to secure the moral elevation, and to promote the best interests of society, none appear to be more important than a wise and liberal system of public instruction, based upon moral law, but free from sectarianism. To promote intelligence and virtue all admit is better than to punish ignorance and crime: to pay by a public tax, for the moral and intellectual improvement of youth (committing their instruction in dogmatic theology entirely to parents, guardians, and religious teachers,) experience has proved to be the best public economy. The system of Free Schools, recently established in the city, rests upon the recognition of an entire equality of rights and privileges among all classes of citizens. The religious convictions of all denominations have been scrupulously respected, and their rights sedulously guarded by the law under which the schools have been established. No Protestant teacher can thrust his religious opinions upon Roman Catholic youth, nor can a Roman Catholic teacher upon Protestant youth."

"Your Committee would further remark that as Roman Catholics are required, as well as Protestants, according to the assessed value of their property, to contribute their share to the entire local tax levied for School purposes,—not merely that which is required to secure the share of the Legislative grant, but any excess which the Board of Trustees may determine,—your Committee acknowledge that they should share in the advantages of the whole fund equally with others—not however as Roman Catholics or Protestants—*not as the professors of any system of religious faith*—BUT AS CITIZENS. If either party, members of the body politic, choose to isolate themselves from the rest of their fellow citizens on the ground of holding to certain religious opinions: if they refuse to co-operate in arrangements for the general good, which do not at all infringe upon their rights as religious communities; and, if they thus voluntarily forfeit the advantages they are invited to enjoy equally with others, the blame rests not with the Board but with themselves. Neither the general nor the local Governments of the State have any warrant to make laws, or to collect taxes, to build up any system of religious faith whatever. Such functions belong exclusively to the lawful authorities of religious communities. If Roman Catholics or Protestants are to share in the moral and political advantages which arise from the promotion of intelligence and virtue in society by means of unsectarian public schools, they are required, in justice, to pay for such advantages in common with their fellow citizens generally. If either Protestants or Roman Catholics desire to super-add

other schools to indoctrinate their youth with their own peculiar religious opinions, common justice and propriety demand that it should be done by their own agencies, and entirely at their own cost. The principle is false which makes any secular Government become a tax-gatherer for churches; and it bears unjustly and grievously upon those who conscientiously repudiate the interference of Government in providing for the teaching of sectarian dogmas, or for the support of religious communities."

"Your Committee are fully convinced that justice to society—to every religious persuasion—can never be fully enjoyed but upon the invulnerable ground so highly eulogized by the present Roman Catholic Archbishop of New York—namely, that *Civil Government has no moral right to legislate upon the subject of religion.* That eminent ecclesiastic, referring to the rights of conscience in other countries being often secured by affirmative laws, thus refers to the superior security afforded in the United States by "a Constitutional negation of all power to legislate on so sacred a subject." His words are—"In other countries they are secured by some positive statute—here they are safer, under a constitutional provision forbidding any such statute to be ever enacted. In other countries toleration was granted by the civil authority—here the great men who framed the constitution saw, with keen and delicate perception, that the right to tolerate implied the equal right to refuse toleration; and on behalf of the United States, as a civil government, they denied all right to legislate in the premises, one way or the other; "Congress shall make no law on the subject of religion, or prohibiting the free exercise thereof." The vital principle involved in this interesting quotation from the lecture of the Archbishop is the only rightful and efficient guarantee for the protection of the rights of conscience. Let civil rulers cease from legislating upon the subject of religion and all will be safe. Religion wants no such aid: it will flourish the better without it; and it will live when governments will die."

"The Separate School Act, in the opinion of your Committee, violates the principle, inasmuch as it makes provision for the establishment of Sectarian schools where no reasonable cause exists for their establishment, that is, in cases where no rights are violated nor offence committed against the religious opinions or prejudices of the applicants. The end would have been better attained by a legislative negation of all power to introduce sectarian religious teaching into any of our Public Schools."

"While your Committee cannot too strongly repudiate the principle recognized by the present School Act, of giving a Legislative sanction to Separate Schools without any just cause for their existence (as in Lower Canada,) they would seek most earnestly, but by other and better means, to guard the rights of every class in the community. Your Committee fear, that to continue to carry out the principle that the State should provide means to inculcate Sectarian Religious dogmas in our Public Schools, will result, not only in the various Boards of Trustees being required, according to the plainest principles of political justice, to meet the demand of

other religious bodies for the establishment of Denominational Schools, but perhaps, even in the entire destruction of our Educational system."

All which is respectfully submitted.

(Signed,) J. LESSLIE, *Chairman.*

Toronto, Jany, 1852.

In 1856, when Mr. Bowes' Bill to grant further privileges to the R. C. Separate Schools was before Parliament, the Board presented the following petition to both branches of the Legislature, not merely against that particular measure, but also against the principle of Separate Schools altogether.

To the Honorable the Legislative Assembly, in Provincial Parliament Assembled.

The Petition of the Board of Trustees of the Public Common Schools of the City of Toronto,

HUMBLY SHEWETH,—

That your Petitioners, in common with their fellow citizens generally, are deeply impressed with the importance and necessity of general Education, as one of the best safe-guards of society, and one of the best means of promoting its freedom, happiness and prosperity. That this conviction has been increased by experience of the success which has attended our present admirable system of Public Instruction,—and anything, therefore, which may tend to impede its operation, lessen its efficiency, or lead to its destruction, must be regarded in the light of a social evil, or as a national calamity.

That differences naturally exist among the intelligent and sincere of all denominations, as to that which constitutes a good education, none can deny; but as in almost every thing connected with the institutions of civilized society similar differences of judgment will be found to prevail, it becomes necessary for the general welfare that in all things which do not directly pertain to the enlightened convictions of individual conscience, the judgment of the majority should bear rule or govern. The admission is generally made that any system of public instruction, to accomplish the great purpose of its existence, must be laid on the broad foundation of those principles of our common Christianity which are recognized by all religious denominations: but the rights and interests of society, based upon moral and political justice, demand that the peculiar religious opinions or dogmas of any class or denomination should not be allowed to be taught at the expense of the whole community, especially in a mixed state of society such as exists in Canada.

The system of public instruction established in this section of the Province is essentially of the character to which your Petitioners have re-

ferred. It is based on the broad principles of Christianity, but admits of no sectarianism. It seeks to instil into the youthful mind love to God, and love to man, obedience to parents, and subjection to all rightful and just authority, but eschews the inculcation of the religious opinions of any denomination. The demand for Separate Schools under such a system, is, therefore, wholly inadmissible in the judgment of your Petitioners, either upon moral or political grounds; and they sincerely regret that the principle of their establishment should ever have been recognized by law, as it has created and will create jealousy and strife among our population if it does not impair or destroy our whole system of public Instruction. No religious class under such a system as ours has, in the opinion of your Petitioners, any claim as a denomination, to be exempted from public taxation for School purposes; or any right to a share of public educational funds. With equal propriety might they claim the right of exemption from other taxes, or to share, as a denomination, in other public funds where the individual or the sectarian is always merged in the citizen.

Your Petitioners cannot but view with alarm the successive encroachments which have been made by the advocates of Separate Schools. Although a minority in Western Canada, they have obtained privileges denied to the majority of the people; and at length the purpose has been openly avowed that nothing short of a partition of all public taxes for School purposes, according to population or the comparative numbers of youth attending Separate and Public Schools will ever satisfy them! The demand is adverse to every sound principle of public policy or of morals, and the attempt to enforce it would, in the opinion of your Petitioners, be perilous to the public peace.

The Separate School Acts of 1853 and 1855, and the measure now before your Honorable House, all seem preparatory to secure the accomplishment of that end. The latter measure now proposes to confer upon the Secretary-Treasurer of the Board of Roman Catholic Trustees of Separate Schools the right of exempting any one from local taxes for School purposes. "Every person" (for it is not limited to Roman Catholics,) "paying rates, whether as proprietor or tenant," will by that measure be exempted from the School Tax, on presenting certificates in duplicate from the Secretary-Treasurer to the Collector. There is not even a provision made that the party exempted shall declare himself to be a supporter of Separate Schools; nor is there any penalty for false statements or fraudulent exemptions, as in the 12th section of the Act of last year,—but it is proposed to arm the Trustees of such Separate Schools with entire and irresponsible authority to absolve individuals from the payment of the School Tax—a proceeding which your Petitioners deprecate, not only as an infringement of Civic prerogatives and the rights of society, but as perilous to the best interests of public education.

Your Petitioners, as the representatives of their fellow citizens at the Board of School Trustees, beg to submit to your Honorable House, that,

besides the moral and political considerations to which they have referred in support of a uniform system of public Instruction, and against denominational Schools supported by public funds, they have expended within the last four or five years upwards of £15,000, provided by School assessment on the City, in the erection of a number of handsome and commodious School Houses, each of them capable of accommodating from 400 to 600 pupils, and have incurred further heavy expenses in supplying them with all the requisites calculated to assist in giving a good education. While at the same time the City is taxed some £5000 annually to maintain these our Public Schools free of charge to the pupils attending them, being open to all who may desire to avail themselves of the advantages thus provided for them. Your Petitioners cannot, therefore, be indifferent to the danger and loss to which the inhabitants of this City in common with all others, are exposed by the extension of Separate Schools through Legislative immunities and supprt. And they therefore most earnestly desire that your Honorable House, while sedulously guarding the rights of conscience and protecting every individual and denomination in the exercise of religious convictions, *should abolish all Legislative or public support for Separate Schools, and leave them as they should be left, to the entire and voluntary support and control of those who desire them.*

For and on behalf of the Board of School Trustees, City of Toronto.

(Signed,) J. G. BEARD.

Toronto, 8th March, 1856. *Chairman.*

In the course of the year 1858, the question of Separate Schools was again brought up on the memorial of the Lord Bishop of Toronto, and the Clergy and Churchwardens of the Anglican Churches of this City, applying to have the Parochial Schools in connection with the Church of England in this city, recognized and supported as City Schools. This application was made to the Board of Trustees in consequence of the Chief Superintendent, Dr. Ryerson, having given it as his opinion that the Legislature, in authorizing Boards of Trustees to determine what "*kind and description of Schools should be established*" within their jurisdiction, had left it in the power of the Ratepayers, through their representatives at the Trustee Board, to recognize and maintain if they thought proper, the denominational Schools in question. It is not necessary to publish the applications and accompanying documents,

but it is certainly worthy of notice that if the Board of School Trustees for this City had the power to grant or to refuse establishing Church of England Separate Schools, it is difficult to understand why the same power in regard to Roman Catholic Separate Schools should not also be vested in the same authority, instead of having been made the subject of special Legislation. The Board gave careful attention to this memorial, it was pointedly referred to the Committee on School Management for consideration, who reported upon it, and their report was adopted by the Board, in substance as follows, viz. :—

"Your Committee are of opinion that a memorial emanating from such a source is worthy of the most respectful consideration. But, referring to the fact that when this Board was elected this most important measure had not yet been proposed to the consideration of the Ratepayers—and that were the prayer of the memorial now granted it would be impossible to give practical effect to the change during the current year—your Committee recommend that the receipt of the memorial be respectfully acknowledged, but that no decision thereon be now adopted; And they further recommend that said memorial be submitted to the early consideration of the Board of next year, so that effect may be given to the opinion of the Chief Superintendent, who says, 'that the law leaves it entirely with the rate-paying electors to determine (through their representatives), what *kind* and *description* of Schools they will have, and how they will support them.' "

COMPULSORY ATTENDANCE.

The question of a compulsory attendance, on something like the same principle as that enforced in the New England States, would seem to be gradually finding favour in Canada, as regards Cities and Towns. The same Committee, to whose able representations reference has already been made, brought the matter under the notice of the Board of Trustees in 1857 in the following terms:

"As there is a class of young persons, who in spite of parental authority and school discipline, are habitual absentees and truants, who are ever to be found on the public streets, corrupting others and being corrupted, fitting themselves for becoming inmates of our Jails and Penetentiaries, the Committee, looking at the immense benefits which have attended the enactment of Truant Laws in other places, cannot but think that a similar law, judiciously framed and wisely administered, would produce similar results in Toronto. They, therefore, recommend the Board to call the attention of Municipalities, and of Parliament to this matter. They would not encourage compulsory measures while there was any hope from moral suasion; but experience has amply shown that in the case of those referred to, *nothing but the arm of the Law can save them, and protect society from the evils of ignorance, and its attendant*—CRIME."

The opinions thus expressed by the Committee were adopted by the Board, but no further action on the matter was taken. The present seems an opportune time for pressing the question on the serious attention of the Legislature; and the following explanation of the effect of the Truant Law, as at work in Massachusetts and elsewhere, may assist in directing legislation in a right direction.

This Act, which is enforced with the best results in many of the Cities and Towns in the New England States, embodies the following principal considerations viz.:—

"The territorial limits of the City are divided into suitable districts, and a 'Truant Officer,' so called, is appointed for each district. He is required to spend his whole time during school-hours in traversing streets, lanes, alleys and other places, in search of absentees from school. These are of several different classes. One class is composed of the children whose parents have recently moved into the City, and who being more or less indifferent to the education of their children, have neglected to find places for them at school. Whenever the Truant Officer finds any of these children idle in the streets of his district, he makes such inquiries of them as may be necessary to ascertain their condition. If he deems it expedient he accompanies them to their places of residence, and

by conversing with their parents in kind and respectful terms, he generally succeeds in pursuading them to send their children to school, without any show of his authority, which should always be kept out of sight until other means have failed, and then be exercised as a last resort.

Another class of absentees stay away from school for want of shoes, or such clothes as will enable them to make a decent appearance among the pupils at school. By patient efforts, on the part of the Truant Officer he can generally obtain from various sources such new or second-hand articles of wearing apparel as will keep this class of pupils respectably clad, and thus enable them to continue in school.

A third class of absentees is composed of children whose parents are so unfortunate, or idle, or vicious, as to require them to stay away from school for the purpose of gathering fragments of fuel and food for the family at home. The officer can do much in his district to diminish the number of this class of absentees, but in cases of extreme poverty the absence cannot be prevented, for ne cessity knows no law.

The fourth and last class embraces the idle and dissolute runaways from school, who not unfrequently absent themselves against the wishes and commands of their parents. Even such children the officer tries to win back to habits of attendance and good conduct, and is often successful. But when other means fail, he complains of the offender, who is arraigned according to law, and if found guilty is sentenced to some reformatory institution for a period varying from one to two years, where he will be instructed in the common school studies, and also taught to labour at some trade. In some cases the child is sentenced to the State Reform School during his minority, not so much to punish him as to save him from apparent ruin, and to give him an opportunity of growing up under good influence, and of becoming a good member of society."

Whether the enactment of such a Law as this could be possible in Canada is, of course, a question that Parliament must determine—and whether, if enacted, its provisions could be carried into practical effect is another question of somewht difficult solution—but, nevertheless,

the experiment assuredly ought to be tried, at least to some extent, for it seems to be pretty clear that a voluntary attendance falls short of accomplishing the requirements of the Free School principle.

OFFICERS OF THE BOARD.

Under the provisions of the School Act, the Board of Trustees are empowered to appoint a Local Superintendent and a Secretary. As already mentioned, the two offices were united in one person (Mr. G. A. Barber) except in 1852–53, when Mr. J. B. Boyle was Superintendent and Visitorial Teacher. In 1858, the offices were again separated, the Revd. James Porter having assumed the duties of Local Superintendent on the 1st July, Mr. Barber remaining as Secretary. The salary attached to the respective situations, is, for the Superintendent, $1200 per annum, and for the Secretary $600 per annum, with office accommodation for both parties.

The duties of the Local Superintendent are thus defined, as relating to cities and towns, by the school Act, viz: "To visit the schools according to the regulations adopted by the Board of Trustees,"—and, "at the time of each such visit to examine into the state and condition of the school, as respects the progress of the pupils; the order and discipline observed in the school; the system of instruction pursued; the mode of keeping the school registers; the average attendance of pupils; and the character and condition of the building and premises." Also, "To deliver in each school section, at least once a year, a public lecture on some subject connected with the objects, principles, and means of practical education." Also, "To do all in his power to persuade and animate Parents, Trustees, and Teachers to improve the character and efficiency of the Common Schools, and secure the universal and sound education of the young." Also,

"To see that all the schools are managed and conducted according to law." Also, "To attend the meetings of the County Board of Public Instruction." And also, "To prepare and transmit to the Chief Superintendent, on or before the 1st March, an Annual Report, comprising all the particulars relating to the schools under his superintendence." In addition, however, to the duties so imposed upon this officer by express statute, the Board of Trustees are empowered to determine what other duties shall be performed by the Local Superintendent,—and at the time the two offices were about to be separated, in 1858, the Board of Trustees for this city established the following principles, as defining what was further required by the Board from the Local Superintendent, under the new arrangement about to take effect, viz:

"The duties of the Superintendent (as such) are chiefly, if not solely, connected with the business of teaching. The Board may fairly expect from that officer practical guidance on questions of general school policy, such as attendance of pupils; organization of classes; the subjects to be taught, and their distribution; rewards and punishment; the selection and dismissal of teachers, and other matters of the like character. But beyond this, it will be especially the duty of the Local Superintendent to give detailed practical effect within the schools, to the policy adopted, and the directions issued by the Board—to visit the schools continuously; to test the progress made in them by the pupils, and thereby to test the qualifications and fitness of the teachers; to stimulate both to energy; to promote punctuality and order in the services; to ensure full discipline of government; and correct without delay whatever may appear to merit condemnation, or to be possible of improvement."

And subsequently the Board adopted the following resolutions, as more particularly defining the duties of the Local Superintendent and the Secretary, respectively, viz:

OF THE SUPERINTENDENT.

"To attend all meetings of the Board, and of the Standing Committees on School Management, as well as any other Committee to which he may be summoned.

"To take charge of the government of the schools, and to direct and control the business of teaching.

"To visit the schools continuously, and administer their governmens in every practical detail, instituting and enforcing such regulations as may be necessary to their efficiency.

"To have regard to the heating, ventilation, and cleanliness of the school buildings; to control the supply of school necessaries and requisites, issuing requisitions to the Secretary for the purchase and supply thereof.

"To requre from the Head Teacher, and to make also himself, monthly returns of the attendance of teachers and pupils, and such other matters as may be desirable for record.

"To make an Annual Report and submit the same to the Board at such time as the Board may appoint, in each year, recording the position of the schools in regard to statistics, cost, system of teaching, examinations, and such other matters as may be usefully discussed and recorded.

"And generally to give effect to the directions of the Board and Standing Committees, and assist them in promoting the established system of the schools to the most fruitful result of which it is capable."

OF THE SECRETARY.

"To give such attendance at an office provided by the Board as may suffice for the transactions of the duties appertaining to his appointment.

"To attend all meetings of the Board, and of the several Standing Committees; and to take and record minutes of the proceedings of such meetings.

"To conduct all correspondence not specially within the department, or arising directly out of the duties of the Local Superintendent.

"To receive and submit all documents for the Board, or the Standing Committees; to take charge of all reports, correspond-

ence, applications for office, accounts, and other documents, and to file the same.

" To make returns of all salaries; to make out all orders for payment; and to keep full accounts of all expenditure.

" To promulgate all orders of the Board, and of the Committees, and generally to act under the authority of the Board and its Chairman, and of the Committees and their Chairmen; and, so far as relates to the routine of his department, in concurrence with the Local Superintendent."

Mr. Barber's connection with the City Schools, as Local Superintendent, having ceased on the 30th June, 1858, at which date the Rev. Mr. Porter assumed the charge of the School, it is only due to Mr. Barber's long services, to put upon public record the condition of the City Schools at the time that gentleman resigned the charge of them into the hands of his successor, as affirmed by Mr. Porter himself in the following report:—

To the Trustees of the Public Schools of the City of Toronto:

" Report, by the Superintendent elect, on the general aspect of the City Schools, being the result of observations during a succession of introductory visits made during the month of June.

" The undersigned could not be otherwise than highly gratified with the general appearance and convenience of the several *School Houses*, which leave so little to be desired or imagined.

" The *arrangement of the pupils* in the several schools into three divisions, viz.: primary, intermediate, and senior, is, in the opinion of the undersigned, the most judicious that can be adopted.

" The *matter of instruction* in the City Schools appears to be well adapted as the means of educating the minds of the pupils, to the extent which the general duration of their attendance at the school allows them to attain.

" The *method of instruction*, which no mere professional training can, or should, render perfectly uniform, while, for the most part, obviously respectable and efficient, is, in not a few instances, exceedingly good, and decidedly superior. It would be invidious to mention, as the undersigned feels that he might, particular

teachers, whose work is their best praise; and, in observing whom, admiration of the individual altogether excludes the insignificant question, "where did this teacher acquire his, or her, self-evident skill?" The truth perhaps is, that a teacher, emphatically worthy of the name, is, like a poet, "*born, not made.*"

"The *discipline of the schools* affords, in the judgment of the undersigned, but slight occasion for other than commendatory remarks. There is about some individuals a moral power which, whether they have to deal with mere animals, with children, or with men, is felt as a wholesome, though not a galling restraint. Some, again, have not the faculty of government, and however well informed, or in some respects apt to teach, require the countenance and the co-operation of others for the maintenance of order, and the enforcement of needful regulations.

"The undersigned cannot conclude this brief and necessarily but general report, without expressing his deep and very pleasant sense of the extreme courtesy and kindness of the retiring Superintendent, Mr. Barber, who has afforded him every possible facility for acquainting himself with whatever relates to the City Public School—schools which, it is but bare justice to affirm, provide for the people of this flourishing city all needful means and opportunities for the intellectual and moral education and discipline of their children, in order to their becoming useful and ornamental members of society. Nor could such a state of things have been brought about, but as the result of long-continued, liberal, and enlightened agencies, of no ordinary kind; among which it surely becomes the undersigned to specify the ripe experience, natural and acquired ability, precision, despatch, and, above all, the fervent enthusiasm, of the retiring Superintendent, Mr. Barber. From that gentleman the undersigned receives the charge of the Public Schools of this City, influenced, he trusts, by the earnest desire and purpose that, so far as he can possibly prevent it, they shall take no harm.

"Respectfully submitted.

(Signed,) "JAMES PORTER,

"Local Superintendent.

"Toronto, 1st July, 1858."

EVENING SCHOOLS.

The first movement in favour of an Evening School in this City—for the benefit of those young men who, being occupied in industrial pursuits all day, could only study after working hours were over—the same to be established and maintained as an integral part of the Common School System of this City, was initiated in October, 1855. This early experiment was tried during the six winter months forming the Session of 1855–56, namely, from the middle of October, 1855, to the middle of April, 1856. At the outset the attendance was very numerous, not less than 260 young men, varying in age from fifteen to one-and-twenty, having entered their names as pupils, in October: but it soon appeared that quite half of these were actuated more by curiosity than any desire for mental improvement—for the average attendance for the following month of November was only 91, and during the rest of the year it averaged 56, except in April, when it became reduced to 26.

Not discouraged, however, by this partial want of success in their benevolent attempts to improve the social condition of the labouring classes by means of instruction, the Board decided to renew the experiment; the Evening School was reorganized, and again put into actual operation for the Winter Session of 1856-'57—and this time with much better success; for the average attendance for October, November, and December, was somewhat more than one hundred, that for January, February and March, was as much as 75, while that even for April reached 50.

Considering these results as fully jnstifying the continuance of Evening School instruction as now a settled fact, the Session of 1857–58, was entered upon in a hopeful spirit; and the studies commenced in October, 1857, with an average attendance of not less than 157.—For the months of October, November and December, the

average attendance was 130, that for January 101, for February 74, and March 45, in which month the Evening School closed for the Session. The average attendance for the Session of '55-'56 was 61—that for '56-'57 was 86—and that for 1857-'58 was 105. The Teachers during the first Session were Messrs. Mulligan, Thompson, (Head Master John street School,) and Lewis, (Head Master George street School)—for the second Session Messrs. Thompson and Irving, (Assistant Master Louisa street School)—and for the third Messrs. Thompson, Lewis, and Hunter (Head Master Louisa street School.)

For the winter portion of the fourth Session 1858, 1859, the attendance was as follows, viz.:

	REGISTERED.	DAILY AVERAGE.
October	109	76
November	151	82
December	114	73

And the Teachers for this Session were Messrs. Thompson and James Anderson (Assistant Master of Phœbe street School.)

The mode of instruction in the Evening School was necessarily individual; for, owing to the imperfect education of most of the pupils, it was found to be hardly possible to establish any mode of classification that would work well as regards the greater number of them. The studies pursued embraced regular instruction in reading and spelling, writing, dictation, geography (chiefly from the large maps,) so much of natural philosophy as treats of the mechanical powers, English Grammar as far as syntactical parsing, and Arithmetic as far as vulgar and decimal fractions. But besides these ordinary branches of useful education, 32 pupils (in 1858) received instruction in book-keeping both by single and double entry; 32 were taught mensuration of surfaces; 14 learnt Algebra as far as Equations; and 23 studied Geometry as far as the Second Book of Euclid.

The expense of maintaining the Evening Schools, for 1858, was altogether $465 32; namely—

Salaries: 3 Teachers, Session January to March inclusive, $240; and 2 Teachers, Session from Oct. to Dec. inclusive, $125.....	$365 00
Allowance to the Care-taker for extra services in attending the School	30 00
Gas, for two quarters.....	60 32
Pens, ink, and miscellaneous expenses	10 00
	$465 32

This would show the cost per pupil to have been, in round numbers, $4, on the basis of an "average attendance" of 121, and $6 on the basis of a "daily average" of 76. But the cost of rent and fuel are not included in this calculation; because, as the Evening School was carried on in the same rooms of the Victoria Street Building as were used for the Day School, the expense of rent and fuel stands charged in the General School and therefore is not worth separating.

SCHOOL VISITORS.

Under the provisions of the School Act, (section 33 of 13 and 14 Vict. chap. 48) "all Clergymen recognized by law of whatever denomination, Judges, Members of the Legislature, Magistrates, Members of County Councils, and Aldermen," are expressly appointed to be *School Visitors*. And section 34 enacts that such visitors should, so far as practicable, visit all the Common or Public Schools in their respective localities, and *especially* to attend the school examinations; to enquire on such occasions into the progress of the pupils and the state and management of the school; and to give such advice to the teachers and pupils, and all others present, as they

may deem advisable, and thereby promote the good of the schools, and the diffusion of useful knowledge.

But it is to be sincerely regretted that the advantages expected to be derived from the introduction of this element into our school system, have been but very partially realized; for, except at the semi-annual examinations, when it has been customary for the teacher to *invite* Clergymen, Magistrates, and other influential persons to attend the same, *a visit* from them *on any other* occasion, *is seldom or ever made to the schools.* And it is further to be regretted that the parents of the children also take but little interest in the matter, for the records of the schools show, that unless on examination days the visits of parents are "few and far between." The same Committee (whose views upon school attendance have been quoted elsewhere), in view of this deficiency, "express a hope that Clergymen of the different religious denominations, Judges, Magistrates, and persons occupying positions of influence in the community, would recognize and give effect to the visitorial privileges conferred upon them by the Legislature;" and "that parents generally, who are the parties most directly interested in the schools, would give more encouragement than they have done to the exertions of the Board of Trustees, to extend the blessings of a sound practical education to the children of the city, and by visiting the schools, countenancing the teacher, and encouraging the pupils, stimulate popular education, and thus be the assisting means of securing a larger and more regular attendance."

SCHOOL LIBRARIES.

The Board of Trustees anxious to excite as large an interest as possible among the community at large in regard to the City Schools; and desirous to afford to the pupils attending the Schools every reasonable inducement

to appreciate the advantages to be derived from them, decided in 1857 to appropriate a sum of money for the purpose of establishing a library or libraries in each of the six large schools—the books to be lent to the pupils, under proper regulations, to be read at home. The instruction given in our Schools taught children to read, but in order to render the mere abstract power to read, of some practical service in improving the mind and directing the feelings in a right direction, it became a necessity that suitable books, combining instruction with amusement should be provided, so that the knowing how to read might not be a useless acquirement, but made the means of teaching the young mind how to think and how to act. As it appeared that reading material could not very well be provided for the pupils by their parents, the Board felt called upon to interpose and supply what was required. Having conducted the youthful mind so far as *how to read*, it was obvious that the Board was called upon to go a step further and place in the hands of our pupils, *what they should read*, so as to make reading the key to knowledge and reflection. Under the regulations of the Educational Department, one hundred per cent. is added to whatever amount the Board might appropriate for this purpose, and thus by these means a large number of volumes could be purchased for a comparatively small outlay. The Board accordingly included in the School estimates for 1857 the sum of £250 on account of School Libraries, and of this amount £67 10s. was expended for 12 suitable Bookcases; £17 10s. for material to cover and preserve the books; and £150 was remitted to the Educational Department, which amount therefore entitled the Board to £300 worth of Library Books. At first only £200 worth was selected, because the supply of books, at that time in stock, was not extensive enough to enable a selection to be made for the whole amount. For this sum of £200 about 1600 volumes were obtained, and these were distributed to the six schools

in a ratio as nearly as possible proportionate to the number of pupils. The libraries so formed were, in the first instance, common to both departments; but this mode having been found inconvenient, and the expediency of having separate libraries for each department, and a different kind of books for the girls' schools having been admitted, the Board, in 1858, granted a further sum of fifty pounds, equal to one hundred pounds in books, to complete the necessary arrangements. This addition made the whole value of the library books to be £400, namely, £200 disbursed in money and £200 added by the department. Each of the six schools has now two libraries, one for the boys' and the other for the girls' department. The whole number of volumes in the boys' department is 1594, and in the girls' department 1243, making a total of 2837 volumes. And for the purpose of more directly connecting the privileges of these libraries with regularity of attendance and good conduct, as well as to provide for the proper care of the books, the Board has established the following regulations, viz.:

AS REGARDS THE LIBRARIES.

1. The principal teacher shall be responsible for the safety and preservation of all books provided for the library of his or her department.

2. It shall be the duty of the principal teacher of each department to keep a catalogue of the books in the libraries, and to open a registry of the books loaned.

3. No pupil who does not combine exact regularity and punctuality of attendance with good conduct, shall be allowed the privileges of the school library; and generally the deprivation of those privileges may be awarded, as a punishment, at the discretion of teachers.

4. The parent or guardian of any pupil shall be responsible for all loss or damage occurring to books whilst in his or her possession, and such loss or damage shall further be punished by deprivation of library privileges.

5. No books shall be issued on any pretence whatever, to any person not being either an officer of the Board of Trustees, or a teacher, or a pupil in the school to which the library is attached.

6. The principal teachers may periodically suggest to the Superintendent such books as in their opinion it may be expedient to add to the libraries.

7. The principal teachers may appoint the time, out of school hours, most convenient for issuing books to the pupils of their departments; and, consistently with these instructions, may, generally, manage the libraries at their discretion, under the sanction of the Superintendent.

OPENING THE SCHOOLS WITH PRAYER.

Towards the close of 1854, the Local Superintendent, Mr. Barber, reported to the Board on this subject as follows, viz. :—"I find that it has not been the practice to open and close the daily labours of our City Schools, either with prayer or by even reading a portion of the Scriptures. I feel some diffidence in approaching this subject; but although our public schools are not *denominational*, I hope it is not therefore desired that they should be considered *irreligious*. As regards secular instruction, the City Schools are *common to all;* and in like manner, on the ground of our *common Christianity*, might the children attending the schools begin the day by uniting, in a simple prayer, asking God's blessing on their studies; and, at the close of the school, join in returning thanks to the Almighty, for his protection of them during the day." In acting upon this report, the Board at first proposed to invite the Clergymen of the several Protestant denominations to meet a Committee of the Board to discuss the subject; but as many of the members thought, owing to the diversity of sentiment likely to prevail among so many ministers, that no practical good would result from such a conference, the consideration of the question was refer-

red to the Free Schools Committee. After some debate thereupon, the Board finally resolved that the City Schools should be opened in the morning, by reading selected passages from the historical portion of the Old Testament, together with the Lord's Prayer; and be closed in the afternoon, by reading portions of the Gospels and the Acts of the Apostles, together with the Lord's Prayer. This recognition of the daily use of the Bible and of Prayer in the City Schools, has continued from that time (1854) to the present, and the practice of thus opening and closing the City Schools with Scripture Reading and Prayer, now forms one of the Standing Regulations.

DEAF AND DUMB SCHOOLS.

In the course of 1858, application was made to the Board by the Rev. Dr. McCaul, as Chairman of a public meeting held in the St. Lawrence Hall, for the establishment of a School for Deaf and Dumb children. Previously to this, however, the Board had granted to a Mr. McGann the use of one of the unoccupied rooms in the Phœbe Street School House, wherein to receive a class of Deaf and Dumb pupils. The communication from Dr. McCaul was attentively considered by the Board, and the conclusion arrived at was, that while the Board was fully sensible of the importance and excellence of the object sought by the parties who constituted the public meeting referred to, yet the present Board could not recommend any immediate action in the matter, inasmuch as no provision had been made for such an expenditure in the School estimates for the year (1858); and, that if any such provision were expedient as regards 1859, the question properly belonged to the incoming Board, who would be best able to deal with it, when preparing the estimates for the year's expenses.

PENALTY FOR DISTURBING A PUBLIC SCHOOL.

The Legislature has taken especial care to protect the Common Schools of the Land from annoyance or molestation. Of so much consequence has it been thought, for the exercises of the schools to go on without interruption or disquiet, that in the Supplementary School Act of 1853, clause the 19th, enacts: "That if *any person* shall wilfully disturb, interrupt, or disquiet any Common or other Public School, by rude or indecent behaviour; or by making a noise either within the place where such school is kept or held, or so near as to disturb the order or exercises of such school, that person shall, on conviction before a Justice of the Peace, be fined a sum of money not exceeding Five Pounds ($20,) and in default of payment may be imprisoned for any time not exceeding thirty days!" And so stringent is the force of this protective legislation, that it has been decided that rude behaviour, or improper language, on the part of a parent to the Teacher, in the presence of the scholars, would bring the offending party within the penalty of the law.

THE PRESENT CONDITION OF THE CITY SCHOOLS.

Having submitted to the public, in the preceding pages, a comprehensive view of the past history of our City Schools, as well as a brief description of the principles on which they are established, and the system under which they are conducted, we now proceed to explain the actual condition of the Schools for the past year, 1858, as regards all the prominent matters relating to the same.

In the first place, then, the following abstract of the general School attendance at all the Schools, for 1858,

will exhibit the leading features most likely to interest the public. To have given these figures separately, and in detail, for each School, was hardly necessary; but in the subsequent statistical statements regarding each School separately, the registered and daily attendance are given for each division of every School, and this particular information, combined with the general Abstract, embodies all that is important:

ABSTRACT OF SCHOOL ATTENDANCE FOR THE YEAR 1858.

Compiled from the Statements embodied in this Report, and from the respective School Registers.

The number of days the Schools were in actual operation, was 226.

The number of Schools was 8; namely, 6 large central Schools, each having separate Male and Female Departments, with sub-divisions; and 2 smaller, or auxiliary, Schools, of mixed boys and girls.

The number of Teachers forming the regular staff employed in the Schools, for 1858, was 36; namely, 6 Head Masters, 2 Male Assistants, 4 Head Mistresses, 7 Senior Female Assistants, 6 Junior Female Assistants (Male Department), 7 Junior Female Assistants (Female Department), 3 Monitor Teachers, and 1 Occasional Teacher.

The whole number of Scholars whose names were entered on the respective School Registers, from the 1st of January to the 31st of December, and who attended the Schools some time or other during the year 1858, amounted to 4,742; namely, boys 2,481, girls 2,261.

Of these 4,742 scholars, 640 attended less than 20 days; 867 attended between 20 and 50 days; 1,208 attended between 50 and 100 days; 819 attended between 100 and 150 days; 697 attended between 150 and 200 days; and 411 attended 200 days and upwards to 226, the whole number of school-days in the year.

The total number of 4,742 scholars having been, to a greater or less extent, in attendance at the Schools during the year,

it next appears that the *average registered attendance* (*i.e.* the average number attending School, more or less, during each month) amounted to 2,622; namely, boys 1,374, girls 1,248: and that the *average daily attendance* (*i.e.* the numbers that were actually present each school-day during the year, added together and divided by the 226 school-days) amounted to 1,987; namely, boys 1,070, girls 917: so that the average number of daily absences during the year was 635; namely, boys 301, girls 334—equal in both cases to a per centage of about one-fourth of the whole number: but in addition to this, the average daily number of half-day absences during the year amounted to 142.

The greatest attendance during the year, that is, the greatest number present in the Schools at any time during the year, was 2,444, namely, boys 1,320, girls 1,124: and the least attendance, calculated on the same basis, was 683, caused by intensely cold, or extremely wet, weather.

The late attendance cannot be stated in so reliable a shape as it ought to be, owing to the rule of "late scholars" having been differently construed in different Schools; but as nearly as it can be ascertained, it amounted to a daily average of 308 late scholars.

Of the average registered attendance per month, namely, 2,622, the junior classes numbered 1,130, namely, boys 569, girls, 561: the second, or intermediate classes, 804, namely, boys 421, girls 383: and the third, or senior classes, 688, namely, boys 401, girls 287.

Taking the whole expenses of the Schools, for the year 1858, in round numbers, at $25,000, the cost of educating each child, on the basis of "average registered attendance," was $9 60; and on the basis of "daily average," was $12 58.

Toronto, January, 1859.

For the sake of comparison, the reader is referred to the Abstract, compiled on the same principles and of the same nature, for 1857, in the Appendix, No. 2.

SCHOOL STATISTICS, 1858.

For the purpose of enabling the public to know thoroughly all that relates to the internal management of the City Schools, the accompanying Statistical Returns, which exhibit in detail the teachers' names, &c., the number of scholars, and the studies pursued, have been compiled from the School Registers, namely:

THE WESTERN AUXILIARY SCHOOL.

WARD OF ST. PATRICK.

Teacher, Mrs. O'Flaherty—date of original appointment, 1855.—Certificate, First Class A, County Board—salary $320.

Average registered attendance, 1858 (mixed boys and girls) 110
Average daily attendance..... 80

In reading and spelling, 14 pupils were in the elementary class, as far as the 1st Book; 29 in the 2nd; 25 in the 3rd; 10 in the 4th; and 6 in the 5th Book.

In Grammar 22 were as far as Etymology, and 21 in Syntax.

In Arithmetic 25 were in the simple rules, and 21 as far as Practice and Interest.

In Writing, 20 were in large hand and 22 in small hand; and the whole 42 were taught the Geography of the World, of North America, of Canada, and of Europe, from the large maps.

TRINITY STREET SCHOOL.

WARD OF ST. LAWRENCE.

Teacher, Mrs. Henderson—original appointment 1851; County Board Certificate, First Class A—also trained at the Edinburgh Normal School—salary $320 per annum.

Monitor Teacher, Miss Elizabeth Agnew—original appointment, 1858.—Provincial Normal School certificate (1856), second class C (491)—salary $170.

Average registered attendance for 1858 (mixed boys and girls) 137
Average daily attendance..... 91

Of the whole number in reading and spelling (137), 20 pupils were in the alphabet, 10 in words, and 15 in easy sentences; 15 in the 1st Book, 30 in the 2nd, 20 in the Sequel, and 27 in the 3rd Book. In writing 20 wrote letters on the slate, 22 wrote words in large text, and 22 small hand, on paper.

In Arithmetic 75 learnt Tables, and 42 the simple rules from the Calculator and Black Board; 10 were in the Compound Rules, and 2 in Proportion. In English Grammar 17 were in the definitions, 12 in Etymology, and 14 in Syntax and parsing simple sentences; in Geography 75 studied the map of the world, and 62 the maps of Europe, America, and Canada. 35 learned the Elements of English History, 30 wrote words and short sentences from dictation—and all were orally taught from the object lessons.

THE PARK SCHOOL.

WARD OF ST. DAVID.

Male Department, 2 Divisions, 3 Teachers.

2nd or Senior Division.—Head-master, Mr. William Anderson.—Certificate C. B., 1st Class A.—Original appointment, 1857.—Salary $700.

Average registered attendance, 1858.....67
Average daily attendance, " 53

In reading and spelling 30 were in the 3rd book; 24 in the fourth, and 13 in the 5th book. In writing, 27 were in large hand, and 40 wrote small hand from copy lines,

and transcribed from books. In Arithmetic, 20 were in the compound rules, 11 in Reduction, 12 in Proportion, and 24 in the higher rules. In Grammar, 30 were in Etymology, 20 in Syntax, and 17 parsed sentences. In Geography the whole 67 studied the maps of Europe, Asia, America, and Canada. The whole 67 learnt the elements of English History. In Mathematics, 7 were in Algebra as far as Equations, 4 in the 1st book, 2 in the 2nd, 3 in the 3rd, and 4 in the 4th book of Euclid.

1st or Junior Division.—Female Assistant Teacher, Miss Julia Robinson (Class Room.)—Original Appointment, 1854.—Certificate P. N. S. (1854), First Class (154).—Salary, $280. Female Monitor Teacher, Miss Jemima Armstrong (Gallery).—Original Appointment, 1858.—Certificate P. N. S. (1857), Second Class C, (669).—Salary $170.

Average registered attendance, 1858.....121
Average daily attendance, " 91

In reading and spelling, 25 were in the alphabet and words, 20 in sentences, 32 in the first, 30 in the second, and 14 in the third book. 30 wrote letters and words in large hand on the slate and paper; 30 learned Arithmetic, from tables to Simple Division; 30 were taught Geography from the map of the world, and occasional lessons were given to all from Object Lessons.

N.B.—Miss Robinson and Miss Armstrong teach alternately the higher and lower class of the Junior Division.

Female Department, 2 *Divisions*, 2 *Teachers*.

2nd or Senior Division.—Senior Assistant (acting as Head Mistress) in charge, Miss M. A. Cuyler.—Original Appointment, 1857.—Certificate C. B., First Class.—Salary $320.

Average registered attendance, 1858.....66
Average daily attendance " 46

In reading and spelling, 30 were in the third, 19 in the fourth, and 17 in the fifth book; 30 wrote large hand, and 36 small hand. In Arithmetic, 33 were in the simple rules, 9 in compound rules, 5 in reduction, 7 in Proportion, and 12 beyond Proportion. In English Grammar, 21 were in Etymology, 13 in Syntax, and 32 in syntactical parsing. All learned Geography from the maps of Europe, Asia, America, and Canada. 32 studied the elements of English History, and all learned needle work.

1st or Junior Division (Gallery.)—Junior Assistant, Miss Susan Hamilton.—Original Appointment, 1858.—Certificate P. N. S. (1856), Second Class, A (399).—Salary $240.

Average registered attendance, 1858.....80
Average daily attendance " 60

In reading and spelling, 30 learned the alphabet, words, and sentences from tablet lessons; 20 were in the first, 20 in the second, and 10 in the sequel book. All learned Arithmetic as far as Tables, Addition, and Subtraction, from the Calculator or Black Board; and all learned the Geography of the World from the large maps.

VICTORIA STREET SCHOOL.

WARD OF ST. JAMES.

Male Department, 3 Divisions, 3 Teachers.

3rd or Senior Division.—Head-master, Mr. William Spotton.—Original Appointment, 1856.—Certificate C. B., First Class A.—Salary, $700.

Average registered attendance, 1858.....69
Average daily attendance, " 52

In reading and spelling, 35 were in the third, 20 in the fourth, and 14 in the fifth book. All wrote large and small hand, and transcribed on paper select passages from

books. In Arithmetic, 25 were in compound rules, 14 in Reduction, and 30 in Proportion. All learned Geography from the maps of Europe, Asia, America, and Canada, and from Sullivan's Geography. In English Grammar, 51 were in Etymology, and 18 in Syntax. 5 learned English History, 5 Book-keeping, 3 Algebra, and 6 Euclid.

2nd or Intermediate Division.—Female Assistant, Miss Elizabeth Kennedy.—Orriginal Appointment, 1855.—Certificate P. N. S., (1855) Second Class (340).—Salary, $280.

Average registered attendance, 1858.....76
Average daily attendance " 58

In reading and spelling, 26 were in the second, and 50 in the third book. 56 wrote large and 20 small hand on paper. In Arithmetic, 66 were in the simple, and 10 in the compound rules. In Geography, 30 learned the definitions and 46 studied the maps of the World, Europe, America, and Canada. 25 learned English Grammar as far as Etymology. 25 the elements of English History, and all were instructed from Object Lessons.

1st or Junior Division (Gallery.)—Female Assistant, Miss Charlotte M. Churchill.—Original Appointment, 1857, Certificate P. N. S. (1856), First Class B (364.)—Salary, $240.

Average registered attendance, 1858.....98
Average daily attendance, " 76

In reading and spelling, 58 were taught the alphabet, words and sentences, in the first book, from tablet lessons, and 40 were in the second book. 15 wrote letters and words on the slate. 40 learned tables and Simple Addition and Subtraction. All were taught Geography from the map of the world, and all were taught from the Object Lessons.

Female Department, 2 Divisions, 2 Teachers.

2nd or Senior Division.—Head-mistress, Miss Georgiana Round.—Original Appointment, 1856.—Certificate C. B., First Class A, (and trained in London T. S., England.)—Salary, $400.

Average registered attendance, 1858.....70
Average daily attendance, " 56

In reading and spelling, 30 were in the third, 25 in the fourth, and 15 in the fifth book. 20 wrote large, and 50 small hand. In Arithmetic, 14 were in the simple, 25 in the compound rules, 16 in Reduction, and 15 in Practice and Interest. In Geography, 30 were taught from the maps of Europe, Asia, America, and Canada, and 40 used Sullivan's Geography. In English Grammar, 15 were in Etymology, and 16 in Syntax. 40 studied the elements of English and Canadian History. 40 practised linear drawing; all learned needle-work, and all practised vocal music.

1st or Junior Division.—Junior Assistant, Miss Margaret Wilkes.—Original Appointment, 1857. — Certificate P. N. S., (1857) Second Class A (568).—Salary $240.

Average registered attendance, 1858.....112
Average daily attendance, " 81

In reading and spelling, 58 learned the alphabet, words, and sentences in the first book from tablet lessons, 33 were in the second, and 21 in the third book. 54 wrote letters and words on the slate. 62 learned tables and the first three simple rules in Arithmetic from the Calculator and Black Board. All received simultaneous instruction in Geography from the map of the world, and all were taught orally from Object Lessons.

LOUISA STREET SCHOOL.

WARD OF SAINT JOHN.

Male Department, 3 *Divisions*, 3 *Teachers.*

3rd or Senior Division.—Head-master, Mr. William Hunter.—Original Appointment, 1852.—Certificate C. B., First Class A.—Salary $700.

Average registered attendance, 1858.....56
Average daily attendance, " 41

In Reading and Spelling, 34 were in the fourth, and 22 in the fifth book and Sullivan's Class Book. All wrote large and small hand and transcribed from books. In Arithmetic, 37 were in compound rules, 12 in Proportion, Interest, and Fractions, and 7 in Extraction of Roots, &c.; 8 studied Mensuration of Surfaces as far as Triangles; 3 were in the simple rules of Algebra, and 5 in Equations; 4 were in the first, and 2 in the second Book of Euclid. In English Grammar, 36 studied the Definitions, Etymology and Syntax, and 22 analysed and parsed sentences in the class book. All learned General History from the fourth and fifth books, and the elements of English and Canadian History. 34 learned Geography from the maps of Europe, Asia, America, and Canada, and 22 used Sullivan's Geography. All were taught so much of Natural Philosophy as relates to the mechanical powers from Johnston's maps. All practised linear and object drawing on the slate and on paper, and all practised vocal music.

Second or Intermediate Division.—Male Assistant, Mr. John Irving.—Original Appointment, 1856.—Certificate C. B., Second Class.—Salary $520.

Average Registered attendance, 1858..... 94
Average daily attendance, " 83

In reading and spelling, the whole number read in the third book; 63 wrote large and 31 small hand. In Arith-

metic, 48 were in the simple, and 46 in the compound rules and Reduction. In Geography, 44 studied the maps of the world and of Canada, and 50 learnt the definitions and other knowledge from Sullivan's Geography. In English Grammar, 41 learnt the parts of speech, and 53 Etymology. 32 wrote dictation of simple sentences on the slate ; 84 drew on the slate and 10 on paper. All were taught from object lessons, and all practised vocal music.

1st or Junior Division (Gallery).—Female Assistant, Mrs. Elizabeth Mitchell.— Original Appointment, 1855.—Certificate C. B., Second Class, (trained in England in the Infant School System, by Wilderspin.)—Salary $320.

Average registered attendance, 1858..... 112
Average daily attendance, " 97

In reading and spelling, 26 learned the alphabet and words, and 15 sentences in the first book, 46 read to the middle of the second book, and 25 all through the same. In Arithmetic, 51 learnt numeration and the multiplication table, 46 simple Addition and Subtraction, and 25 simple Multiplication and Division ; 25 wrote on the slate ; 71 learnt the Geography of the World and of Canada, from large maps, and all were taught orally from object lessons.

Female Department, 3 *Divisions*, 3 *Teachers*.

3rd or Senior Division.—Head-mistress, Miss S. B. Quinn.—Original Appointment, 1855.—Certificate, P. N. S., (1854.)—First Class, (232)—Salary, $400.

Average registered attendance, 1858..... 53
Average daily attendance, " 44

In reading and spelling 29 were in the fourth, and 24 in the fifth book, and Sullivan's Class Book. All wrote large and small hand, and transcribed passages, in prose

and verse, from select authors. In Arithmetic, 8 were in compound rules, 10 in Proportion, 11 in Fractions, 24 in Interest, and 6 learnt Algebra. The whole 53 were taught syntactical and analytical parsing of sentences from the class book. 29 learnt the Geography of the world from large map, and 24 were exercised on the Maps of Europe, Great Britain, America, Canada, and the States; 29 studied Edward's Elements of English History, and 24 English History from notes; and 24 learnt Natural Philosophy from Parker's First Lessons. All were practised in Dictation. 37 practised linear drawing on the slate, and 16 linear and object drawing on paper. All learnt needle-work, and all were practised in vocal music.

2nd or Intermediate Division.—Senior Assistant, Miss Mary A. Kennedy.—Original Appointment, 1853.—Certificate, C. B., First Class, (but attended N. School for U. C., 1850, 51.)—Salary $320.

Average registered attendance, 1858..... 93
Average daily attendance, " 74

The whole 93 learnt reading and spelling from the third book, 48 wrote large text, and 45 small hand copies. 40 learnt Numeration, Addition, and Tables, 37 Simple Subtraction, Multiplication and Division. 73 studied the definitions in English Grammar, the same number General History from notes, 61 the definitions of Geography, and 32 were exercised on the maps of the World, Europe, and America, 73 drew on the slate, all learnt needle-work, all were taught from object lessons, and all were practised in vocal music.

1st or Junior Division (Gallery.)—Junior Assistant, Miss Mary Henderson.—Original Appointment, 1856.—Certificate, Second Class, C. B.—Salary, $240.

Average registered attendance, 1858.....143
Average daily attendance, " 106

In reading and spelling, 23 were in the Alphabet, 27 in Words, and 9 Sentences from tablet lessons, 42 commenced the second book, 48 had gone as far as the middle of it, and 24 were in the sequel. Nearly all learnt to form letters on the slate, 60 learnt Tables and Addition, 40 Subtraction and Multiplication, and 43 Multiplication and Division. 42 commenced needle-work; all were taught from object lessons; all commenced to draw on the slate; and all were practised in vocal music.

JOHN STREET SCHOOL.

WARD OF ST. GEORGE.

Male Department, 2 Divisions, 2 Teachers.

3rd or Senior Division.—Head-master, Mr. John Thompson.—Original Appointment, 1852.—Certificate, C. B., First Class A (trained at Leeds T. S, England.)—Salary, $700.

Average registered attendance, 1858..... 75
Average daily attendance, " 66

In reading and spelling, 35 were in the fourth and 40 in the fifth book. In English Grammar, 20 were in conjugation of Verbs, 30 in Etymology and parsing, and 25 in Syntax and Analytical parsing. 10 wrote large and 35 small hand from copies, and 30 transcribed passages from books. In Arithmetic, 40 learnt Reduction, Proportion, Practice and Interest, 35 Fractions and Roots, 14 Mensuration of surfaces and solids, 11 Algebra to Equations, and 13 the first four books of Euclid. The Geography of Europe, Asia, America, Canada, and Great Britain taught to all from the large maps and by lecture. All learnt Natural History in the same manner from object lessons, and Natural Philosophy from Johnston's sheets. 35 drew on the slate, 20 linear on paper, 20 objects on paper, and all practised vocal music.

2nd or Intermediate Division.—Female Assistant, Miss M. A. Ferris.—Original Appointment, 1857.—Certificate, Second Class, C. B. (trained at Homerton T. S., England.)—Salary $280.

Average registered attendance, 1858..... 47
Average daily attendance, " 73

In reading and spelling, 15 were in the second book, 9 in the sequel, and 23 in the third book. 20 wrote letters, 12 words in large text. 37 learned the first four simple rules of Arithmetic, and 25 the compound rules. In English Grammar 20 learnt the parts of Speech, and 20 conjugation of Verbs. Geography of the World, and America to the whole from large maps. Natural History from the object lessons; and vocal music, were taught to the whole number

Juvenile Division (Boys and Girls.)—Female Assistant, Miss Jane Mowatt.—Original Appointment, 1855.—Certificate, Second Class (257), P. N. S., 1854.—Salary $280.

Average registered attendance, 1858..... 84
Average daily attendance, " 62

Of these, 20 were in the alphabet, 32 in the first book, and 32 in the second book. All learnt Tables and Simple Addition and Subtraction; all were saught the Geography of the World, from maps; and Natural History, from object lessons.

N.B.—For the first three months of 1858, the Male Department was arranged in three Divisions, viz.: First or Junior, Miss Ferris; Second or intermediate, Mr. T. Baxter; and the Third or Senior, Mr. Thompson, but for the remainder of the year, the arrangement as above stated was in operation.

Female Department, 1 *Division*, 1 *Teacher*.

Senior Assistant in charge, Miss Fanny Gordon.—Original Appointment, 1857.—Certificate, First Class, A (361), P. N. S., 1856.—Salary $320.

Average registered attendance, 1858.....68
Average daily attendance, " 53

Of the 68, 18 read and spelt in the sequel, 20 in the third, 17 in the fourth, and 13 in the fifth book; 12 wrote on the slate, 20 words in large text, 26 small-hand from copies, and 20 transcribed from books. In English Grammar 33 learnt the definitions and simple parsing, and 17 Syntax and analytical parsing. In Arithmetic 38 were in the simple rules, 20 compound rules, 10 in Proportion and Fractions; 30 wrote from dictation; 38 drew on the slate, and 25 on paper. General History was taught to the whole number by oral instruction from the fifth book. All learnt the Geography of the World, America, Europe, and Canada, from the large maps. All learnt Natural History from object lessons; and all practised needle work and vocal music.

PHŒBE STREET SCHOOL.

WARD OF ST. PATRICK.

Male Department, 3 Divisions, 3 Teachers.

Third or Senior Division.—Head Master, Mr. Samuel Coyne.—Original appointment, 1850.—Certificate, C.B., First Class A.—Salary $700.

Average registered attendance, 1858.....67
Average daily attendance " 58

In reading and spelling 22 were in the third, 27 in the fourth, 18 in the fifth book and Sullivan's Class Book. All wrote large and small hand alternately from copies. All wrote passages dictated from books, and commenced the elements of English composition. In Arithmetic, 10 were in simple, 9 in compound rules, 6 in Reduction, 11 in Proportion, 10 in Practice, 10 in Interest, 5 in Fractions and Roots; 6 learnt Book-keeping, 5 Algebra to Equations, 2 learned Mensuration of surfaces, and 4 the

first and second books of Euclid. In English Grammar, 24 learnt Etymology and parsing, and 43 Syntax and parsing. All learned the Geography of Europe, Great Britain, America, and Canada, from the large maps, the fifth reading book, and Morse's Geography. 24 learnt Edwards' Summary of English History, as far as Henry IV., and 43 as far as William III. 18 learnt Natural Philosophy from Johnston's sheets, and 16 the elements of Phonography.

Second or Intermediate Division—Male Assistant, Mr. James Anderson.—Original appointment, 1858.—Certificate, County Board, First Class A (also trained at Edinburgh T. S., Scotland.)—Salary $520.

Average registered attendance, 1858..... 51
Average daily attendance, " 38

In reading and spelling, 33 were in the second and 18 in the Third Book—10 wrote small words, 30 large text, and 11 small hand—in Arithmetic 36 were in the simple rules as far as multiplication, and 15 in the compound rules—all were taught the Geography of the World, of America, and of Canada, from the large maps: all learnt English Grammar as far as Etymology and parsing words; all learnt General History, and English History as far as the Norman Conquest, by oral instruction; and all were practised with the object lessons.

1st or Junior Division (Gallery.)—Monitor Teacher, Miss Mary A. Churchill.—Original appointment, 1858.—Certificate, Frst Class C (523), P. N. S., 1857.—Salary $170.

Average registered attendance, 1858 72
Average daily attendance " 52

In reading and spelling, 12 were in the alphabet and 21 in words and sentences of First Book, 27 in the first part of the Second Book, and 10 in the latter part; 15 learnt to

make letters on the slate; all learned the elements of Geography by oral instruction from map of the world, and all learned arithmetical tables, addition, and subtraction, on the calculator.

Female Department, 2 Divisions, 3 Teachers.

3rd or Senior Division.—Head Mistress, Mrs. M. E. Lauder.—Original appointment, 1857.—Certificate, First Class (7), P. N. S., 1853.—Salary, $400.

N.B.—Mrs. Corbett was Head Mistress until Easter, when, owing to impaired health, her resignation was, with much regret, accepted, and Mrs. Lauder became her successor.

Average registered attendance, 1858.....67
Average daily attendance, " 46

In reading and spelling, 23 were in the third, 24 in the fourth Book, and 20 in Sullivan's Class Book; the whole 67 wrote large and small hand and transcribed from books; 23 were in the simple, 13 in the compound rules, 12 in Reduction, 9 in Proportion, 10 in Practice; 32 received oral instruction in the Geography of N. America, Europe, British Isles, and Canada, from the large Maps, and 35 studied from Morse's Geography and Atlas; in English Grammar, 29 received oral instruction in the elements, and 38 learnt syntax and parsing; 29 learnt General History, and 38 History of England, as far as the House of Stuart; Familiar objects were explained by lecture, and the whole practised needlework.

1st or Junior Division.—Higher Class, Junior Assistant, Miss Elizabeth Barker.—Original appointment, 1857.—Certificate, 3rd Class, CountyBoard.—Salary, $240.

Average registered attendance, 1858 59
Average daily attendance, " 43

In reading and spelling, 36 were in the Second Book, and 23 in the Sequel; 40 wrote large text, and 19 small hand; the whole 59 learned tables and the simple rules,

from calculator and blackboard; the whole were simultaneously taught the Geography of the World, N. America and Canada, from the large maps; the whole were taught, by the same method, the definitions and parts of speech; all were exercised from object lessons, and all learned needle-work.

Lower, or Gallery Class.—Junior Assistant, Miss Elizabeth McMurray.—Original Appointment, 1857.—Certificate, Second Class, A (563) P. N. School, 1857.—Salary $240.

Average registered attendance, 1858..... 72
Average daily attendance, " 47

In reading and spelling, 22 were in the alphabet and words of two letters, 10 in words of two syllables and easy sentences, 10 in the second book to page 12, 10 to page 54, and 20 to page 105; 30 learnt to form letters, 20 short words, and 20 commenced linear drawing, all on the slate; all learnt numeration and multiplication table, 25 addition and subtraction, and 16 simple multiplica tion; and all received oral instruction on the maps of the world and America.

GEORGE STREET SCHOOL.

WARD OF ST. DAVID.

Male Department, 2 Divisions, 3 Teachers.

3rd or Senior Division.—Head-master, Mr. Richard Lewis.—Original appointment, 1855.—Certificate, First Class A, County Board (also trained at Liverpool T. S., England.)—Salary $700.

Average registered attendance, 1858..... 67
Average daily attendance " 55

In reading and spelling, 35 were in the fourth book and 32 in Sullivan's Class Book; in English Grammar, 35 learnt the definitions and simple parsing, 32 syntax and

analysis of sentences, and 32 wrote prose and poetry from dictation; 47 practised composition of sentences and simple narratives, and 22 made abstracts of reading lessons and other subjects; 37 wrote large text, 40 small hand and transcribing from books; in Arithmetic, 14 were in the simple and 25 in the compound rules, 15 in proportion, 13 in fractions, 12 in book-keeping, 6 in mensuration of surfaces; 6 in Algebra, 12 in the first and 3 in the second book of Euclid; the whole 67 learnt the general Geography of Europe, Asia, America, British Isles, and Canada, by oral instruction from large maps; all learnt the elements of English History, and 32 studied general History. 3 learnt the elements of Natural Philosophy from Johnston's sheets; 20 learnt linear and object drawing; all were taught object lessons, and 30 were taught singing.

1st or Junior Division.—Higher Class, Female Assistant, Miss M. J. Keown.—Original appointment, 1855.—Certificate, First Class A, County Board; was also trained three Sessions, 1850–51, at the Normal School, U. C.–Salary $280.

Average registered attendance, 1858 63
Average daily attendance " 49

In reading and spelling, 13 were in the 2nd, and 50 in the 3rd book; all learnt the definitions in English Grammar and simple parsing; all learnt the definitions in Geography, and were exercised on the Maps of America, Canada, and the Britsh Isles; all were orally taught the elements of History, and Natural History from object lessons; 53 wrote large text on paper, and 10 on slates; all were taught the simple rules on the black-board, linear drawing on slates, and vocal music.

Lower Class.—Female Assistant, Miss Amanda Richards.—Original appointment, 1857.—Certificate, Second Class A (566), P. N. School, 1857.—Salary $280.

N.B.—Miss Kerown and Miss Richards teach alternately the higher and lower class of the Junior Division.

Average registered attendance, 1858 90
Average daily attendance, " 61

Of these, 20 learnt the alphabet, and 70 read the 1st book from tablet lessons; all were taught orally the definitions in Geography from maps; all were exercised on the object lessons; all were taught Tables, and addition and subtraction by the use of the calculator; and all practised vocal music.

Female Department, 3 Divisions, 3 Teachers.

3rd, or Senior Division.—Head Mistress, Miss Charlotte Smyth.—Original appointment, 1854.—Certificate, First Class A, County Board.—Salary, $400.

Average registered attendance, 1858.....61
Average daily do 48

In reading and spelling, 24 were in the 4th book, and 37 in Sullivan's Class Book. The whole 61 wrote small hand and transcribed from books. In arithmetic, 10 were in the simple and 8 in the compound rules, 14 in proportion, 16 in fractions, and 13 in interest. In English grammar, 37 learnt definitions and simple parsing, 24 syntax and analysis of sentences, 45 composed sentences and easy narratives, and 16 made abstracts of reading lessons and other subjects. All learned general geography from the maps of Europe, Asia, America, British Isles and Canada. All learned the History of England (Pinnock's Goldsmith's) and 37 general history from notes. All were practised in dictation of prose and poetry. 8 learned drawing. All learned needle-work, and all practised vocal music.

2nd, or Intermediate Division.—Senior Assistant, Miss Martha Hoig.—Original appointment, 1855.—Certificate, Second Class (45) P. N. School, 1853.—Salary, $320.

Average registered attendance, 1858.....61
Average daily do 48

In reading and spelling, 21 were in the Sequel, and 40 in the 3rd book. 41 wrote large text, and 20 small hand. In arithmetic, all went through the simple rules as far as division. In English grammar, 30 learnt the definitions, and to parse simple sentences. All learned geography from the maps of the World, America, and Canada. All were taught from Object Lessons. All learned-needle work, and all practised singing.

1st, or Junior Division, (Gallery).—Junior Assistant, Miss M. Philips.—Original appointment, 1857.—Certificate, Third Class County Board.—Salary, $240.

Average registered attendance, 1858 63
Average daily do 48

In reading and spelling, 10 learnt the alphabet, 16 words and sentences of the 1st book from tablet lessons, and 37 read in the 2nd book ; 53 learnt the first definitions and the geography of the world, from large map, by simultaneous teaching; 37 learnt numeration and multiplication table, and simple addition and subtraction from calculator and black board; all were taught orally from object lessons, and all were practised in vocal mnsic.

APPENDIX.

The accompanying documents, which have been referred to in the body of the Report, are cousidered worth re-producing in full, at the end of the same.

The first Return was prepared in answer to a resolution adopted by the Board, and shews at one view the attendance of Pupils, the number of Teachers, the total cost of the Schools, and the cost per Child, from the commencement of the Common School System in Toronto, up to the end of 1858.

No. 1.—COMPARATIVE STATEMENT OF THE CITY SCHOOLS, UNDER SPECIFIC HEADINGS, FROM 1844 TO 1858, BOTH INCLUSIVE:

Year.	City Population.	Average Registered Attendance.	Average Daily Attendance.	Number of Teachers.	Average number of Pupils to each Teacher.	Total Cost of maintaining the Schools.	Cost per Child per annum, on the basis of registered attendance.	Cost per Child per annum, on the basis of average daily attendance.
						£	$ c.	$ c.
1844	18500	...	1194	12	100	4½ mos. 1377	...	5 00
1845	19706	...	1108	12	92	12 " 1921	...	7 00
1846	20565	...	1212	15	81	12 " 2011	...	6 60
1847	21784	...	1265	13	97	12 " 1871	...	6 00
1848	23503	...	1431	13	110	½ year 917	...	5 50
1849	24126	...	1325	13	102	½ year 917	...	5 08
1850	25766	...	1259	15	91	12 mos. 1998	...	6 30
1851	30763	1843	1366	16	85	12 " 2406	5 80	7 20
1852	35000	1872	1346	16	84	12 " 2558	5 40	7 40
1853	40000	1886	1402	20	70	12 " 3215	7 00	9 00
1854	41500	1971	1459	21	69	12 " 4176	8 50	11 40
1855	42500	2066	1570	31	50	12 " 5218	10 00	13 00
1856	43250	2318	1747	32	55	12 " 5642	10 00	12 80
1857	45000	2480	1863	36	52	12 " 6054	10 00	13 00
1858	47500	2522	1987	36	55	12 " 6599	9 69	12 50

N.B.—From 1844 to 1850 inclusive, the distinction between the "registered" and "daily" attendance was not sufficiently observed to enable the same to be recorded.

The figures under the head of "City Population" are, in many instances, approximations based upon the ordinary ratio of increase, inasmuch as a reliable census of the City Population had not been taken every year.

For the same reason, the School Population of the City cannot be accurately determined; but, according to the usual proportion between young persons and adults, it may be estimated at 10,000 for 1858.

From 1844 to 1847, the Schools were carried on under the rate-bill system; in 1848 and 1849, they were altogether free, but open only for six months in each year; in 1840, the rate-bill was again resorted to; and from that time to the present, the Schools have been, and are still, *free to all.*

No. 2.—ABSTRACT OF SCHOOL ATTENDANCE,

In its general features for 1857.

The number of days the Schools were in actual operation was 223.

The number of Teachers regularly employed throughout the year was 36.

The number of Schools was eight, namely, six large Schools, each having a separate Male and Female Department, subdivided into junior, intermediate, and senior classes; and two smaller Schools of mixed Boys and Girls.

The whole number of Scholars whose names were entered on the School registers, and who were some time or other at School during the year was 4,543, viz., 2,310 Boys, and 2,233 Girls; and of these 4,543 Scholars, 699 were present less than 20 days; 978 between 20 and 50 days; 1,132 between 50 and 100; 749 between 100 and 150; 634 between 150 and 200; and 233 between 200 and 223 days.

The average attendance, per month, on the register, *i. e.*, those who were at School more or less each month, was 2,480, viz., 1,315 Boys, and 1,165 Girls. Of these 2,480 there were present at School (not reckoning half day absences), every school-day during each month on an average, 571, viz., 361 Boys, and 210 Girls.

The average *daily* attendance for the whole year was 1,863, viz., 1,023 Boys, and 840 Girls.

The average *daily* absences (not reckoning half-days), for the year was 617, namely, 292 Boys, equal to 20 per cent.; and 325 Girls, equal to 30 per cent.

The greatest attendance, *i. e.*, the highest number present in each School, at any time during the year, was 2,332, viz., 1,273 Boys, and 105 Girls.

The least attendance calculated on the same principle, was on the 7th and 8th January, and the 18th December, on account of cold weather, 753, viz., Boys, 421, Girls, 332, as the average of said three days; and 699, viz., Boys, 386, Girls, 313 on the 13th July.

Of the *daily average* attendance, viz., 1,863, there were every day, on an average, during the year, 483 *late scholars*, viz. in the morning, 284, viz., Boys, 201, Girls, 184, equal to 18 per cent; and in the afternoon, 199, viz., Boys 92, Girls, 117, equal to 11, per cent.

Of the *daily average* attendance, viz., 1,863, there were, on an average, every day of the School year, 241 *half-day absences*, viz., Boys, 111, Girls, 130, equal to 12½ per cent.

On the average *registered* attendance per month, namely, 2,480, the first division of junior classes numbered 1,208; the second division, or intermediate classes, numbered 731; and the senior division, which comprised the more advanced pupils, numbered 541; of the 1,208 there were 627 Boys, and 581 Girls; of the 731 there were 414 Boys, and 317 Girls; and of the 541 there were 274 Boys, and 267 Girls.

Taking the cost of each scholar, on the basis of the *average registered attendance*, (2,480), at $10, the junior pupils would then each cost $8; the intermediate ones $10; and the seniors $12 in round numbers. But taking the cost according to the *daily average* at $13, the juniors would then cost each $10; the intermediates $13; and the seniors $16 in round numbers.

G. A. BARBER,

Toronto, 1858. *Local Superintendent.*

No. 3.—ANNUAL STATEMENT

Of Receipts and Expenditure, for Common School purposes, within the City of Toronto, for the School year 1858. Published by the Board of School Trustees, as required by Law.

INCOME FOR 1858.

Balance over from 1857	$6117 92
Legislative appropriation	4400 00
Municipal assessment, estimated to produce, nett	28672 00
Total Assets	$39189 92

EXPENDITURE IN 1858.

Paid sundry accounts incurred, and due, on account of 1857, viz:

Repairs, &c., to the Schools	$851 89	
School Bells, balance	160 77	
Advertising	275 57	
Printing	53 24	
Stationery for the Schools, &c.	128 14	
Instalments and Interest on School Sites	516 16	
Rents	140 00	
Miscellaneous	151 00	
		$2276 77

Paid Salaries, &c., for 1858, viz:

18 Teachers in the Male Departments of the six large Schools	$7832 50	
15 Teachers in the Female Departments of the same	4437 50	
3 Teachers of the Western and Trinity Schools	790 00	
3 Teachers of the Evening School	365 00	
Care taken of the six large Schools, and sweeping and attendance Western and Trinity Schools, and the Secretary's and Superintendent's Office	594 00	
Allowance to retiring Teachers and others	189 16	
Local Superintendent and Secretary (G. A. Barber), 6 mos.	650 00	
Local Superintendent (Rev. James Porter), 7 mos.	700 00	
Secretary (G. A. Barber), 6 mos.	300 00	
		$15858 16

Amount brought forward		$18134 93
Paid Instalments and Interest (1858) on School Sites, viz:		
Phœbe Street School (Ward St. Patrick)	$434 96	
Victoria Street do (Ward St. James).....	446 36	
Palace Street Site (Ward of St. Lawrence).....	744 00	
Western School Site (Ward St. Patrick)	267 75	
		$1893 10
Paid rents for 1858, viz:		
Trinity Street School	$100 00	
Western School	60 00	
Board Room.....	70 00	
Offices of the Superintendent and of the Secretary ..	171 57	
		$401 57
Paid Election Expenses, 1858, viz:		
Returning Officer, accounts.....		$86 00
Paid for additions in 1858 to the School Libraries.....		$224 70
Paid for Fuel for the Schools and Offices, 1858, viz:		
Coal	$392 03	
Wood.....	604 00	
Sawing Wood.....	154 60	
		$1150 63
Paid Insurances on the Schools and School Furniture, &c., 1858, viz:		
British America Co.....	$224 50	
Western Co.....	43 75	
Royal Co.	62 50	
		$330 75
Paid for Maps, Object Lessons, Blackboards, Tablets, &c., 1858, for the several Schools		$157 84
Paid for Furniture, Window Blinds, and other requisites for the Schools and Offices, 1858, viz:		
For the Schools	$128 75	
Superintendent's Office.....	70 00	
Secretary's Office and Board Room.....	46 93	
		$245 68
Paid for Advertising, 1858, viz:		
The Globe...	$44 50	
The Colonist and Atlas.....	42 47	
The Leader	40 00	
		$126 97
Paid for Printing, 1858.....		$229 00

Amount brought forward		$22981 17
Paid for Stationery, Pens, Pencils, Ink, Blank Books, &c., 1858, viz:		
For the Schools	$123 11	
For the Board, the Superintendent's Office, and the Secretary's Office	30 01	
		$153 12
Paid for Gas, for Evening School, 1858.....		$96 09
Paid for Repairs, Improvements, &c., to the several Schools, 1858, viz:		
Re-hanging the six School Bells.....	$242 75	
Glazing at all the Schools.....	57 86	
Repairs to warm Air Furnaces, cleaning Stove Pipes, &c., &c., at all the Schools.....	74 69	
Repairs to the Park School.....	51 47	
" George Street do	38 48	
" Victoria Street do	52 50	
" Phœbe Street do	129 10	
" Louisa Street do.....	59 85	
" John Street do	51 22	
" Western School	34 00	
" Trinity Street do.....	81 25	
" Superintendent's and Secy's Offices..	20 00	
		$893 17
Paid Redemption of one-twentieth of the Principal on School Debentures issued for Building Purposes, and one year's Interest on Principal, as per Chamberlain's Return, December 31, 1858.....		$4557 10
Paid Miscellaneous Expenses.....		76 88
Total Expenditure, 1858.....		$28757 44
*Leaving available towards the School expenses of 1859		$10432 48

We have compared the Vouchers with the above detailed account of expenditure, and find the same to be correct.

SAMUEL SPREULL,
J. W. BRENT,
Auditors.

Toronto, February 9th, 1859.

---

* This balance is exclusive of the sum of $2400, the price for which the Berkeley Street School Premises were sold, and which amount has been set apart for building purposes.

TORONTO:

PRINTED BY LOVELL AND GIBSON, YONGE STREET.

TPL 3614

REPORT

OF THE

TORONTO BOARD OF TRADE,

Received and adopted at the Annual Meeting, February 27, 1856;

AND

REPORT

ON THE

TORONTO & GEORGIAN BAY CANAL,

BY M. P. HAYES, ESQ.,

SECRETARY OF THE COMMITTEE.

TORONTO:
THOMPSON & CO. PRINTERS, KING STREET EAST.

1856.

Trade of the Lakes.

The Tonnage of Vessels passing the St Clair Flats in 1855 is estimated on reliable data at two Millions tons

The Grain Crop of Illinois for 1855 is estimated at two hundred Millions of Bushels.

Trade of Chicago for 1855.

	Feet.
Receipts	
Lumber	306 000 000
Laths	46 000 000
Shingles	12 000 000
	Bushels.
Wheat	7535 000
Corn	8 532 000
Oats	3000000
Rye & Barley	270 000
total	19337000
Pork	
Hogs received	138 515
total weight	25,778 879 lbs.

Vessels arrived in	1855.
N° of arrivals	6610
total tonnage arrived	1608845



Maclear & Co. Lith. Toronto.

DISTANCES.

FROM CHICAGO TO QUEBEC.

Via St Clair River, Lake Erie Welland Canal & Lake Ontario	Miles 1190.

FROM CHICAGO TO QUEBEC.

By Georgian Bay & St Lawrence Canal	1090.
Difference in favor of Georgian Bay Canal	600.
This difference is equal to a saving in the Cost of transporting a ton of produce at ordinary rates	6 cents per ton.

FROM CHICAGO TO NEW YORK.

Via Lake Erie & Erie Canal from Buffalo	740.

FROM CHICAGO TO NEW YORK.

By Georgian Bay Canal St Lawrence Canals & proposed Cauchnawaga & Champlain Canal admitting Vessels drawing 12 Feet	1355.

FROM CHICAGO TO NEW YORK.

Via Lake Erie Welland Canal St Lawrence Cauchnawaga & Champlain Canal	1925.

FROM CHICAGO TO OSWEGO.

By Lake St Clair Lake Erie Welland Canal	1310.

FROM CHICAGO TO OSWEGO.

By Georgian Bay Canal & Lake Ontario	710.
	600.

REPORT

OF THE TORONTO BOARD OF TRADE, FOR THE YEAR 1855.

The Annual Meeting of the Toronto Board of Trade took place on Wednesday night, in the Toronto Exchange, and was attended by a larger number of merchants than usual. The President, T. Clarkson, Esq., occupied the chair, and J. W. Brent, Esq., acted as Secretary. Several new members were proposed, and some routine business transacted, after which the following Report was read and adopted :—

REPORT OF THE COUNCIL FOR THE YEAR 1855.

To the Toronto Board of Trade :—

In accordance with the annual custom, your Council beg to submit their report for the year just closed.

The subjects which have occupied the attention of your Council have not been very numerous, nor have its meetings, been as frequent as in some years past. The year 1855 has not however been devoid of events interesting to commercial men, and having direct bearing upon the commerce of Canada, and your Council in submitting its Annual Report, does not consider that its remarks should be confined to the consideration of such subjects only as have come within its immediate sphere of action, but that the report should contain a general " resume" of the most prominent features of the commercial history of its year of office.

During the past year, the Treaty of June, 1854, between Great Britain and the North American Province on the one part, and the United States of North America on the other, which brought about a partial reciprocity of trade between this country and the adjoining Republic, has been in full operation, and its effects have been sensibly demonstrated by the largely increased exports of agricultural products, and the immense import of free goods, which the trade returns of 1855 exhibit. The exports of Toronto for 1855 being £404,000 against £274,000 in 1854, and the imports at Oswego from Canada being $12,010,663 against $2,819,217 ; increase over $9,000,000. The operation of this law has also had the effect of largely increasing the production of many of our staple exports, by affording at all seasons, a steady, quick and active cash demand for all the products of the farm and the forest. This stimulus to increased production and active demand will doubtless continue with the operation of

reciprocity, as long as the Eastern States continue to be importers of a large portion of their food, even though it may, and probably will happen, that in the fluctuation of prices, the Canadian producer and exporter may not find every year so profitable as the one just closed. While thus admitting that many benefits have followed from the partial measure now in force, and convinced that vastly greater advantages would result to both countries from a full, complete and well considered measure of reciprocity, your committee are impressed with the conviction that our legislators did not sufficiently estimate the value to our neighbours of the privileges which the existing treaty secures to them, in the free navigation of the St. Lawrence river and the Canadian canals, and that the free admission of our grain and raw material into the markets of the United States, which was obtained in return for these very important privileges, was a boon which the continued scarcity and high price of food in their Atlantic cities, and the requirements of their manufacturing States would probably, ere this, have compelled them to seek on terms much more advantageous to this Province. In our eagerness for this free admission of our grain and lumber, we overlooked many important advantages which our relative position to the United States would have fully warranted us in seeking to secure. Among others, the interests and encouragement of our Provincial Marine were entirely overlooked. If a provision had been made in the reciprocity treaty for the admission of Canadian bottoms to American registers, as it should have been, an almost incalculable impetus would have been given to the progress of yet undeveloped tracts of Canadian land, lying along the east and southern shores of Lake Huron, as well as to the already established shipbuilding ports of the province. It is to be hoped that this branch of the reciprocity subject will receive at the hands of Parliament during the present session, a larger share of attention than has hitherto been bestowed upon it, and that every measure calculated to foster a trade, to the development of which the glory and prosperity of England is mainly due, and to the successful prosecution of which, Canada is eminently fitted, will be carried into effect. Your committee perceive with pleasure, that the New York Chamber of Commerce has adopted a memorial to Congress praying for complete freedom of navigation, for the vessels of both countries.

DUTIES ON IMPORTS AND TRADE WITH THE WEST INDIES.

The existing customs tariff has been under consideration, and although satisfied with its main features, and averse to any sudden or violent changes in the duties on imports, your committee is of opinion that some

highly beneficial modifications might be made in the tariff, without interfering too much with the public revenue. The articles, which in the opinion of your committee call more particularly for a reduction of duty, are sugar and the manufactures of cotton, which enter so largely into the domestic uses of our people as to be in effect necessaries of life. An anomaly exists in the duty on rice, which should be corrected. Under the reciprocity treaty, rice produced in the United States is admitted free while the rice produced in the British East Indies is chargeable with 12½ per cent. duty, and in connection with this subject, it should be borne in mind that the project of a reciprocity trade between this country and the British West India Islands is deserving of much consideration, as it offers an abundant and cheap supply of the first named article, in exchange for our staples, and a carrying trade, which if fostered by judicious legislation, could not fail to be highly beneficial to Canada.

USURY, BANKING AND BANKRUPT LAWS.

The necessity for increased banking facilities to keep pace, in some measure, with the general increase in the trade of the country, the continued development of new sources of wealth, and the consequent requirements of money, has occupied the attention of previous councils, and steps have been taken by nearly all the chartered banks of the province for a large increase to their respective capitals; the required stocks have been readily taken up and some new banks established. And although the banking capital of the province has been nearly doubled within the last two years, there is still, in the opinion of your council, ample room for the safe and profitable employment of nearly, if not quite, as much more.

By the modification of the Usury Laws, statute 16 Vic. c. 80, all parties except the chartered banks and insurance companies, are allowed to lend money at such rates as they may agree on, subject only to the forfeiture of surplus interest over six per cent., if the borrower should think fit to repudiate the payment. *This statute your council consider only a step in the right direction, and would strongly urge the necessity for the total repeal of all legislative trammels upon the trade in money. Your council is of opinion that all partial enactments, giving limited freedom of action in the transactions between borrowers and lenders, can only tend to perpetuate and increase the evils which they are intended to remedy, without bringing about the influx of capltal into Canada, which would undoubtedly follow the total repeal of all restrictive enactments on the trade.* If it should be considered that the admission of the chartered and peculiarly privileged banking institutions of the province to the full

operations of unrestricted trade in money, would operate injuriously on the mercantile community, who are, to some extent, dependent for their financial facilities upon the banks, the law might be modified so as to meet this objection by limiting the rate chargeable by banks to the same rate of interest as obtains in the State of New York, namely seven per cent., while the trade between private parties should be entirely unrestricted.

Your council is of opinion that a well-considered bankrupt law should be enacted, both for the protection of the creditor and debtor; with regard to the first, because when a man commits an act of bankruptcy, the honest creditor should be protected from the undue preferences which are so frequent in the absence of any legislative control of such cases; and with regard to the latter, because it seems peculiarly unjust that a man who through the vicissitudes of trade, "over which, in many cases, he may have no control," becomes deprived of the means of liquidating the liabilities of such trade, should also be debarred from the possibility of ever bettering his condition, should any of his creditors refuse to grant him a discharge. The law, however, should be very carefully enacted, and every precaution taken to prevent its fraudulent or tyrannical application.

TORONTO AND GEORGIAN BAY CANAL.

The project of a ship canal to connect the waters of the Georgian Bay on Lake Huron, with Lake Ontario and the St. Lawrence navigation, at this port, has occupied a large share of the attention of your council, and has met with much approval at the hands of mercantile men in the cities of Chicago, Milwaukie and Oswego, and in the counties of Simcoe and York.

The first movement regarding the projected canal, was made at a meeting of this Board, which took place in July last; at that meeting a sub-committee was appointed, with power to collect monies, and employ an engineer for the purpose of making a preliminary survey of the country, with a view to ascertaining the practicability and probable cost of the work, and the sum of one hundred and ten pounds was subscribed by the members present, in aid of the survey. The following are the names of the gentlemen forming the committee:—Messrs. Clarkson, (chairman), Thompson, Lewis, Pyper, Whittemore, Harris, Miller, Harrington, (treasurer), and Hayes, (secretary). An account of the proceedings of the committee and of other bodies and individuals favorable to the canal project, up to the 23rd of February, together with some statistical and

general information bearing upon the subject, are contained in the communication from the Secretary of the Canal Committee, which accompanies and forms part of this report. Your Council cannot, however, allow the opportunity to pass without congratulating the committee upon the marked success which has attended their efforts, and upon the very great energy and activity which they have displayed in all the proceedings connected with this movement, and upon the strong feeling of public favor with which the Toronto and Georgian Bay Canal is received, not only through the city and counties more immediately interested in its construction, but also throughout Canada and the neighboring republic.

THE REPRESENTATION OF CANADA AT WASHINGTON.

The subject of the necessity which exists for a commercial representation of Canada at the seat of the Federal Government of the United States, was brought forward a short time since by the Quebec Board of Trade, and has occupied the attention of your Council. In approaching this very important question, your Council has not undervalued the difficulties which surround it, nor have they arrived at a hasty conclusion. The chief difficulty which suggests itself to us, as British subjects, proud of our connection with and allegiance to the parent state, is that, if the proposed representative at Washington be an ambassador from the Government of Canada to that of the United States, which he should be to have any weight attached to his suggestions there, that the proposal to establish such representation, may be looked upon as an infringement on the Royal Prerogative, which your Council would be the last to suggest.

It cannot be denied that great necessity exists for some active, intelligent, and influential representation of the commercial interests of Canada, near the controlling power of the United States—and that, under the rapid growth and daily increasing importance of our commercial relations with that country, this necessity is every day becoming more and more keenly felt. We see and point out the want, leaving to the Governments of this country and Great Britain the task of supplying the remedy. Should neither Government see fit to take action such as the commercial men of Canada deem necessary, it will then be a matter of consideration for the different Boards of Trade throughout the Province, whether a simply commercial delegate should be appointed.

LOCAL MATTERS.

Among the many evidences of commercial progress exhibited by this city during the past twelve months, your Council advert with much satisfaction to the completion of two important branches of railway com-

munication, the Toronto and Hamilton branch of the Great Western and the Toronto and Guelph section of the Grand Trunk Railway of Canada.

The completion of these works affords a strong guarantee for the future prosperity of Toronto, and while alluding to them, your Council would express the hope that the corporation of this city, holding as it does, a large stake in the stock of the Toronto and Sarnia Railroad, will not allow the interests of this city to be sacrificed by any deviation from the terms of the original contract for the line, which expressly provided for the construction of the Road from the "waters of Lake Ontario at Toronto to Lake Huron at Port Sarnia," this provision (your Council is credibly informed) was fully set forth in the amalgamation agreement, between the Toronto and Guelph R.R. Company and the Grand Trunk, and it now becomes the duty of the Corporation as guardians of the public welfare, to see that no injustice is done to this city, as would be the case were the continuation of that road from St. Mary's to Port Sarnia abandoned or postponed.

The erection of the Toronto Exchange, and the marked success which that institution has met with in a pecuniary point of view as a profitable investment of capital, are strong evidences of our commercial advancement.

The building is in itself a highly interesting addition to the architectural ornaments of our city, and reflects great credit on all connected with its erection. The Council strongly recommend the Merchants of the city to attend regularly the Exchange, as also Millers, Merchants, Manufacturers and Traders from the country, as they may meet there the greater number of those with whom they have business transactions. There sales may be effected, and purchases made, as well as general information obtained, Many of the greatest improvements in the commercial codes of Europe. have had their origin in the Exchange. There are brought to light, and exposed through the experience and intelligence of its members, oppressive laws, and taxes on commerce; and frequently plans are suggested for the extension of commercial relations, and associations formed for carrying on enterprises which individual means would have been unable to acccomplish. Prejudices, jealousies, and animosities, are removed by daily associations in the floor of the Exchange, of mercantile men, who through rivalry or competition may have been long estranged. The history of the largest commercial cities of the world, clearly demonstrates the advantages which result from a daily or frequent meeting of all engaged in commercial pursuits; and the commercial com-

munity of Toronto are deeply indebted to the projectors of the Exchange, for the facilities for such intercourse which it affords.

The fact that during the year just closed, two large and first-class ocean vessels cleared from Toronto for Liverpool and London, respectively, one the City of Toronto, built at this port; the other, the Reindeer, on the shore of Lake Huron, two thousand miles from the ocean, is also a gratifying evidence of progress.

Your Council have had under consideration, the great disadvantage which Toronto labours under, as compared with other important shipping ports, in the absence of any public wharf accommodation, a want which is severely felt, and often as severely commented upon by strangers visiting the city. It is also a subject of regret, that the contemplated Esplanade, upon which so large a portion of public money is being or to be expended, should not in any way provide for this obvious necessity. Your Council would commend this subject to the earnest attention of the Harbour Commission through your representatives at that Board, with a view to the suggestion of a remedy, by the construction of such ample wharf accommodation as the present and prospective trade of Toronto imperatively calls for.

All of which is respectfully submitted.

(Signed) THOMAS CLARKSON,
President.



REPORT

OF THE SECRETARY OF THE TORONTO AND GEORGIAN BAY CANAL COMMITTEE TO THE BOARD OF TRADE.

J. W. BRENT, ESQ.,
Secretary to the Toronto Board of Trade.

SIR,—

At the request of Mr. Clarkson, President of the Board, and Chairman of the Canal Committee, I have prepared an outline of the most prominent features of the movement in favour of the proposed Toronto and Georgian Bay Canal since the meeting of the Board of Trade on the 18th July, when the committee, of which I have been acting as secretary, was appointed.

Almost simultaneously with the action of our Board of Trade, committees were nominated in Chicago, Milwaukie, Oswego and the County of Simcoe, to aid in procuring a survey of the country between this city and the Georgian Bay, on Lake Huron, with a view to ascertaining the practicability of the proposed work. The committee of Chicago suggested, and those of Oswego and Simcoe agreed to propose that a convention of Delegates from all the localities favorable to the Canal should meet at Toronto.

This suggestion was considered at the first meeting of your committee, which was held on the 23rd August last, all the members being present, and it was unanimously approved of.

The Secretary was instructed to call the Convention meeting by communications, with all the cities, towns and counties interested in the movement.

It was also considered advisable that the Toronto Committee should be in possession of some reliable information on the chief features of that portion of the country lying between this city and Lake Simcoe, to lay before the Convention, as the chain of hills, called the ridges, were supposed to be an insuperable obstacle to the construction of the Canal. With this object, it was ordered—

"That Messrs. Thompson & Clarkson put themselves in communication "with Mr. Tully, who, it is understood, is possessed of valuable information "on the subject, and report to this committee at next meeting."

On the 25th August the committee met again, and on Messrs. Clarkson and Thompson's report and Mr. Tully's offer to undertake an examination of the ridges, it was agreed that Mr. Tully's offer should be accepted, and the Secretary was instructed to communicate with that gentleman, requesting him to proceed with the examination. The Board guaranteeing payment of his expenses. Mr. Tully accordingly commenced the exploration of the country, and the Secretary completed arrangements with all the committees for a meeting of delegates in Toronto on the 13th September.

The County Council of Simcoe, in the meantime, with their usual promptness to see and appreciate the value of every great public work calculated to develope the resources of their county, voted £100 towards the expense of the survey.

On the 13th of September, pursuant to arrangement, the delegates from Chicago, Oswego, Barrie, Orillia, and the members of your committee, with several other citizens of Toronto, met in convention at Russell's Hotel. The following is the report of that meeting from the *Globe* of the following day, and as it contains some highly important information in the speeches of Messrs. Crocker of Oswego, and Bross of Chicago, I deem it advisable to introduce it complete :—

According to previous arrangement, the meeting of delegates from Chicago, Oswego, Toronto, and other places, to consider the question of a survey of the country between Lakes Huron and Ontario, with a view to the construction of the Georgian Bay Canal, took place yesterday, at Russell's Hotel, in this city. The following were the delegates :—

From Chicago—Mr. Steel, President of the Chicago Board of Trade; Mr. Steers, and Mr. Bross, editor of the Chicago "Democratic Press."

From Oswego—Mr. Littlejohn, Mayor; Mr. Carrington, President of the Oswego Board of Trade; Mr. Crocker, Mr. Lewis, and Mr. Platt.

From Simcoe—James Sanson, Esq., Warden County of Simcoe.

From Barrie—R. R. Bernard, Esq.

From Toronto—Among those present, we noticed Thomas Clarkson, E. F. Whittemore, M. P. Hayes, T. D. Harris, S. Thompson, W. Howland, C. Robertson, J. Harrington, J. Worts, and J. Bundy, Esqs.

On motion of Mr. Platt, of Oswego, Thomas Clarkson, Esq., President of the Toronto Board of Trade, was called to the chair. He said he regretted that they had not called upon one more able to preside when they had met together on such an important matter. They all knew the object of the meeting, which was to make arrangements for the survey of the country between Lake Ontario and the Georgian Bay, to test the practicability of a Canal from that place. The Canal, he said, was needed as an outlet to the immense and exhaustless resources of the west. It was a question in which all were interested. The interests of Europe required it; the inter-

ests of Canada and the southern frontier State demanded it; and the interests of the great West required it. In order to facilitate the object of the meeting, the merchants of Toronto had employed a surveyor to make a preliminary survey, whose report would now be received.

Kivus Tully, Esq., C. E., then submitted a verbal report, in substance as follows:—

The proposed route of the canal to unite the waters of Lakes Huron and Simcoe and Ontario, was first explored by me in 1846. At that time I considered further exploration was not advisable, owing to what would then be thought enormous cost. In 1851 a second exploration was made, and I ran a line of levels between the head waters of the Humber and the Holland River on the Lake Simcoe level. The greatest elevation I found at that time was 218 feet. No action was made on the matter by those who employed me, namely, Sheriff Jarvis, Dr. Reese, Dr. Hayes, and the late Vice Chancellor Jameson. On the last exploration made recently I was led to suppose that the ridges to the east of Yonge Street were lower than to the west. On examination I found that this was incorrect, and accordingly turned my attention to the original line, namely, between the head waters of the Humber and Holland River, through the township of King. In tracing a valley which avoids a considerable elevation in two instances, and, after carefully levelling the same, I found that a line can be procured between the Holland and Humber rivers at this point—with a cutting of not more than 145 feet for 1½ miles, and an average cutting of 40 feet for 6½ miles. Along the proposed route, north and south of this point, there are no difficulties more than of an ordinary engineering character. The exploration is not yet complete, as the line of levels has not yet been run between the summit and the waters of Lake Simcoe, but as far as I can at present judge, what I have stated may be taken as rather over than under the estimate of the difficulties to be encountered.

After Mr. Tully had finished his report, a general conversation ensued among the delegates. Questions as to distance, lockage, feeder, drainage, &c., were asked and answered, and much information as to the advantages of the different routes proposed was elicited.

The Chairman, to commence the business, called the meeting to order, and requested that gentlemen would express their views on the project.

Mr. Littlejohn of Oswego, said in order to give an opportunity for the expression of opinion, he would move the following resolution, seconed by Mr. Steers of Chicago:—

Resolved,—That the immense trade from the Northwest demands the immediate construction of a canal between the upper lakes and Lake Ontario, of sufficient capacity to pass vessels of 1,000 tons burthen.

Mr. Crocker of Oswego, said that he agreed with the spirit of the resolution. It must, however, be taken in its largest sense, as there were many details which would require to receive attention. After referring to the character and importance of the project under consideration, he alluded to the tonnage mentioned in the resolution. He believed that for long voyages the larger the vessels the better. He was one of those who

believed that the day would come when vessels might be loaded at Chicago and the upper lakes, and be sent with safety and profit to Europe; and after having carefully considered the subject, he believed that in order to make the canal the outlet of Western produce it should be constructed large enough to allow vessels of large size to pass. He had lately read with much interest the report of Mr. Jarvis to the Canadian Government, relating to the construction of the Champlain Canal, and the enlargement of the Welland Canal. That report had estimated the cost of transportation of the trade of the West to the sea-board per ton per mile, by the various existing routes, which he proceeded to give. The report also contemplated that the construction of the Champlain Canal and the enlargement of the Welland, would considerably reduce the existing cost of transportation, because larger vessels could trade through, and go longer voyages, and, from calculations which he himself had made, he had arrived at the same conclusion. If this were the case, when these works were completed, how much cheaper would transporation be rendered by the construction of the Georgian Bay Canal? They would not only have larger vessels engaged, but they would save some two or three hundred miles, by the canal across this peninsula. He believed that this view of the subject was interesting to Chicago, to the cities on Lake Ontario and on the St. Lawrence. He said that the subject of the construction of the Champlain Canal would receive the earnest attention of the Lower Canadian people, especially of the city of Montreal, where it was a question of importance, as it would be an important link in the chain of communication to the sea-board. He attributed the reduced rates at which produce could be conveyed to the tide waters by the Buffalo route, to the large vessels which they could sail. There were some that went to that port of six, eight, and even ten thousand tons; but they could not get into Lake Ontario, and, consequently, the trade went down the Erie Canal. He showed, by accurate calculations, the difference between transportation by large and small vessels, and the profits on such to the owners. He then enumerated the various routes now in existence from Chicago to the sea-board, and showed the cost of transportation by them, and considered that the great contest would be between the Mississippi and these routes. He said that it was with no little interest that he saw no resolution moved, and hoped that it would be carried unanimously.

Mr. Bross said—Mr. President and gentlemen of the committee, Mr. Crocker has presented you with some very interesting figures in relation to the lessening of the cost of transportation, if facilities for running larger vessels be afforded. Will you allow me to give you some facts which may assist you, and more especially that portion of the business public who may not have examined the subject, to appreciate the importance of a ship canal from the Georgian Bay to Toronto. It is proposed to construct another great highway to the commerce of the upper lakes to Lake Ontario, and thence to the ocean. Whether the labour and expense necessary to complete the work, if they fall within a reasonable estimate, after a careful survey shall have been made, would be usefully and profitably employed must be determined by the present commerce of those lakes, and its prospective extent and value in the future. The growth of that commerce for

the last twenty years is one of the most astonishing facts in the commercial history of the world, and forms an index by which we may judge what is likely to be its history hereafter. The report of Mr. Andrews, made to the Secretary of War, under the direction of the Congress of the United States, gives the value of the commerce of the lakes for the year 1851 at 326,000,000 of dollars, being more than the entire foreign commerce of the union. We have no means to determine how much of this trade is due to Lake Michigan, but we have some figures by which we can form some idea of value by the trade of that lake for the past year; and if we consider the extent of territory from which that trade now comes, and vast regions from which it is to come, it will enable us to form some idea of the importance of the proposed canal to the future commerce of the lakes. The territory which has built up the City of Chicago does not extend beyond the Mississippi, say two hundred miles west, and a hundred miles north by a hundred and fifty miles south would mark its boundaries in those directions. This gives us an area of fifty thousand square miles. Any of the gentlemen present, who may have travelled over the country, west of Chicago, know that its resources are but very imperfectly developed. What was the trade of Chicago for the past year? She shipped 12,902,300 bushels of grain, making her the largest primary grain port in the world. She packed and shipped alive over 100,000 hogs. There were slaughtered 23,691 cattle, and 10,458 were shipped east alive. The lumber receipts amounted to 4,247,128 feet. The arrivals of vessels were 443 steamers, 409 propellers, 114 barques, 336 brigs, 3,043 schooners, and 70 sloops—total, 4,527. The total tonnage as registered in the Custom House was 984,144 tons. The total receipts of the Custom House are, for 1854, $582,202 85c.; 1853, $260,671 17c.; increase in a single year, $315,131 68c.; The population of Chicago for a series of years will enable you to form some conception of its rapid growth, and the developement of the resources resulting from it:—

1840	4,470
1843	7,680
1845	12,088
1846	14,169
1847	16,850
1848	20,023
1849	23,047
1850	28,269
1852	38,733
1853	60,652
1854	65,872
1855	83,509

The figures for the present year, as given in the above table, include our marine population, which were not included in the amount as published in some of the papers. The total number, without the marine, is 80,028. The value of the manufactured articles as given in the census just taken is $9,827,700. These are a specimen of some of the items in the trade of Chicago for the past year. What the trade of Waukegan, Kenosha, Racine, Milwaukie was, we have no means of determining; but they were, of

course, very considerable, and tended very materially to swell the trade of Lake Michigan. It should be remembered that so far as Chicago is concerned her trade is gathered from about 50,000 square miles. Let us now turn our attention to the country west of Lake Michigan, and endeavor to form some idea of its extent and resources, that we may estimate as best we may what the trade of Lake Michigan is to be in a few years hence. Let us take a stand point at the mouth of the south fork of the Platte River, say nine hundred miles west of Chicago. Draw a line through this point north and south, and, though we are a long way east of the Rocky Mountains, call the rest of the country south of the Black Hills a desert. It will be observed that all the territory on the Yellow Stone and the Upper Missouri lies west of this line. From our north and south line we begin at or near Alton at about the thirty-ninth degree of north latitude, and go up to the northern boundary of Minnesota and Nebraska. The total distance will not vary much from six hundred and fifty miles. This gives us an area of territory of 585,000 square miles. Add to this 115,000 square miles of the beautiful country on the Missouri and the Yellow Stone, and we have seven hundred thousand square miles of as fine a country as can be found upon the face of the earth, whose productions and trade will swell beyond the figures of the wildest fancy the commerce of the lakes. It may be said that our north and south line reaches too far south. All the trade, as far south as Alton will not seek the lake route, but a large portion of it will; and as you extend the radius west, say to Independence, Missouri, the line becomes very direct through Quincy to Chicago. It is very easy to repeat the figures—700,000, which represent the number of square miles contained in the territory we have named, but it is a far different thing to form a definite idea of the immense country which yet remains to be developed west of the lakes. Let us make a few comparisons to assist us in our estimate of the future of the great Northwest. It should be remarked, however, that there are many beautiful valleys in the Rocky Mountains, capable of sustaining a large population, and more fertile and beautiful than Switzerland, and enough to form half a dozen such States. Add up the number of square miles in all the states east of the Mississippi, except Wisconsin, Illinois and Florida, and you will find that you have only 700,000. If you are started and can scarcely believe the figures, take a newspaper, and cut it in the shape of the territory we have named east of the Mississippi, and lay it on the west of Lake Michigan, and study the map in every possible form, and you will be forced to the conclusion that the North-west contains a territory larger than the twenty-three older States we have alluded to, east of the Mississippi. These States contain some 20,000,000 inhabitants. But again, England, Ireland, Wales, and Scotland contain in all 115,000 square miles, only one-sixth of the territory of the North-west, and have a population of 26,000,000 inhabitants. Were the territory we have named equally populous, it could contain 156,000,000. Turkey, Austria, and France, have an aggregate of 671,000 square miles, and a population of 84,000,000. Need it be wondered at that in speaking of the North-west, Western men are obliged to use terms which venerable old fogies regard as extravagant and even absurd? The simple fact is, that this territory is large enough to make four States of 50,000 square miles each, and is vastly

more fertile, and capable of sustaining a population many times larger than all the older states of the Union. A few words as to the resources of the country under consideration. In minerals it is specially rich ; it contains the largest and the richest deposits of lead and copper that are known to exist any where upon the globe. We need hardly say that we allude to the copper mines of Lake Superior and the lead district, of which Galena is the centre. Iron and coal are also found in great abundance. In speaking of its climate and productions, it should be known that the isothermal or climactic lines bend far away to the north, as we go west to the Rocky Mountains. If we mistake not, it is nearly as warm at the north bend of the Missouri as it is at Chicago. Owing to this fact and the richness of the country, the Buffalo range nearly up to the south line of British America. The agricultural resources of these 700,000 square miles are absolutely beyond the power of man to estimate. It is the opinion of some of our best informed men that the great plains over which the Buffalo now range in countless thousands, must, after all, become the great corn-growing sections of the Union ; there, too, will be reared the countless herds of cattle and hogs, to be driven here to be packed in beef and pork, to feed the Eastern States, with abundance to spare for all the nations of Europe. And now, Mr. President and gentlemen, with the vast extent, and the endless agricultural and mineral resources of the country west of the lakes before us, what is the commerce of these lakes to be in the next twenty years? It is settling with the most astonishing rapidity. Our railroads are piercing this vast territory. They now reach the Mississippi at Cairo, Alton, Burlington, Rock Island and Dubuque ; and more than a hundred trains a day arrive and depart from Chicago. They will soon be expected through Wisconsin, Minnesota and Iowa—and no one can tell where they will end till they reach the Pacific. If products of the West gathered from only 50,000 square miles, have built up a city of 83,000 people in the short space of eighteen years—for it is only a few months more than that since it was incorporated—who dares to estimate what the next seventy years will accomplish? I once heard Captain Hunuvin, a veteran sailor of our city, who commenced his eventful career on Lake Ontario in 1812, after referring to the growth and the endless prospective value of the products of the West, say that "the great God when he made the mighty West made also the lakes and the mighty St. Lawrence to float its commerce to the ocean ;" and I might as well attempt to lead the boiling current of Niagara to the sea in a hosepipe, as to ship the products of these 700,000 square miles to the ocean by the Erie and the Welland Canals, and all the railroads now or hereafter to be constructed. The West needs the Georgian Bay Canal and every other avenue to the ocean that can possibly be opened. Mr. Bross illustrated his remarks by a large map of the United States and the Canadas, and their importance will be better understood by the reader by having a map before him when reading them.

M. P. Hayes, Esq., in moving the next resolution, briefly stated what had taken place in Toronto in reference to the proposed work. A committee of the Board of Trade was appointed with full powers to do any thing they might think advisable towards the furtherance of this canal. The committee had had two or three meetings. At the first meeting £110 was sub-

scribed by members of the Board of Trade, then present, towards the survey, and two or three were appointed a committee to canvass the town for further subscriptions. He was also authorized to communicate with the City Corporation to get their aid for the survey. He had, as yet, received no reply to his communication, but he had no doubt that, when the subject was properly laid before the Council, they would see the propriety of aiding the work by a money grant or otherwise. He had the pleasure, also, of being able to state that the Council of Simcoe had voted £100 towards the expenses of the survey, and that the town of Barrie was prepared to do its share of the work as well. He had been directed by the committee to issue notices for a meeting to be held on the 6th instant, but after those notices were sent out, another meeting of the committee was held, at which a letter was presented from Mr. Tully, stating that he had already made a survey with a view to the drainage of the Holland River Marsh, of which he would be happy to give the committee the benefit as well as to make another suryey, at a trifling expense. The committee accordingly directed him to engage Mr. Tully's services, and to postpone the meeting till such period as his report could be received. That report they had now heard, and it was of such a nature as to convince them that the thing was at any rate practicable. The great difficulty that usually had to be contended against in the construction of such works, was in regard to head water, but on that point in the present case there was no difficulty, as they were all satisfied that Lake Simcoe had plenty of water. Another difficulty was as to the amount of lockage, but that was not of a nature to be an insuperable objection, either as regarded the cost, or the time that vessels would occupy in passing through. Whatever the cost might be, provided only they could show that the work would be useful, and ultimately profitable, they would find capitalists in England ready enough to aid them with funds. He begged to move the following resolution:—

Resolved.—That from the information relative to the country through which the proposed Canal would pass, which has been given by Mr. Tully as the result of his preliminary examination, and from the very interesting and important statistical information which has been furnished by Mr. Bross, of Chicago, and Mr. Crocker, of Oswego, this meeting is satisfied that a thorough survey—with estimates of the country between Toronto and Lake Simcoe, and between Lake Simcoe and Lake Huron, with a view to the construction of a ship canal, should be immediately proceeded with, and that the various towns and counties interested in the work be called upon to subscribe sufficient funds for the expense of the survey.

Seconded by Mr. Crocker, Oswego, and carried unanimously.

Resolved.—That a Committee consisting of three persons from each of the cities of Chicago, Milwaukie, Toronto, Oswego, and the county of Simcoe, be appointed to take steps to have a thorough survey of the route for a Ship Canal, capable of passing vessels of a thousand tons burden from Lake Huron to Lake Ontario at Toronto or its vicinity, and that the said committee have full power to collect funds, engage engineers, and when the survey is completed and the engineer's report made thereon, said com-

mittee to report to the Toronto Board of Trade, and that the following gentlemen compose the said committee:—

Chicago.—Messrs. Thomas Richmond, George Steele, Wm. Bross.
Toronto.—Messrs. Clarkson, M. P. Hayes, and S. Thompson.
Milwaukie.—Messrs. Crocker, Wells, and Walker.
Oswego.—Messrs. Crocker, Carrington, and Lewis.
County of Simcoe—Messrs. Sanson, R. B. Bernard, and Steers.

The first committee meeting to be held in Toronto, and the members thereof in case of sickness or absence, to have power to appoint a substitute.

Seconded by Mr. Lewis, Oswego.

The resolution, as originally worded, provided that the survey should be made from Lake Huron to Toronto.

E. F. Whittemore, Esq., moved the next resolution:—

Mr. Sanson suggested that the language should be made more general, by substituting Lake Ontario for Toronto.

Mr. Tully remarked that he had no hesitation in saying that the only practicable route was by the Humber. He did not think there was any practicable route to the east of Toronto.

Mr. Sanson said he did not believe so either, but he thought the resolution should be made more general.

Mr. Bross, Chicago, suggested that for the words "to Toronto," should be substituted "to Lake Ontario at Toronto, or its vicinity."

This, after some further conservation, was agreed to, and the resolution passed unanimously.

Mr. Crocker, Oswego, moved the next resolution:—

Resolved—That the great increase of the commerce of the Lakes present and prospective demands an immediate and organized effort to bring the facts on this subject before the public, with a view to pressing on the Canadian Government, the importance of duplicate locks on the Welland Canal, or a new canal, if practicable, between Toronto and Lake Huron, and that with a view to elicit information necessary to a full understanding of the subject, this meeting would be pleased to see a general convention called by Canadian Boards of Trade, inviting delegates from the Boards of Trade of all the cities on the lake.

Mr. Crocker, in supporting the above, said he had had a conversation with the Hon. John Young of Montreal, and other gentlemen, on the subject, and his idea was to have the convention held in Montreal or Quebec, with a view to bringing the matter fairly under the notice of members of Parliament, and other public men in Lower Canada, and enlisting their co-operation in the work. In Upper Canada, he believed, the importance of the matter was already fully understood.

Mr. Littlejohn, Oswego, seconded the resolution.

Mr. Whittemore said it should be borne in mind that Toronto must be the head-quarters of this agitation, especially as the Government would be here in a few weeks, and Parliament in the course of a few months.

Mr. Crocker agreed with Mr. Whittemore, that Toronto should be the head-quarters of the agitation, but thought at the same time that many advantages would result from having the general subject discussed at Quebec or at Montreal.

The resolution was then agreed to, and shortly afterwards the meeting separated.

A meeting of the committee was held immediately afterwards, to consider the steps to be taken, in pursuance of the object for which they had been appointed.

On the morning following the Convention the committee met, all the members being present, and organized by appointing Mr. Clarkson President; Mr. Harrington, Treasurer; and Mr. Hayes, Secretary.

It was decided that Mr. Tully should be employed by the committee to complete the survey of a route for the canal from Toronto *via* Lake Simcoe to the Georgian Bay on Lake Huron, to report to this committee with a topographical description of the country, levels, heights, sections, and approximate estimates for the construction of a canal capable of passing vessels of one thousand tons burden, a profile of the line to be finished with the report. It was also arranged that the members of the Chicago delegation should secure the services of one of their most eminent engineers, to go over the ground with Mr. Tully, and act with him as consulting engineer in the progress of the survey. In pursuance with these arrangements, Mr. Tully has been actively engaged with a party in completing the survey. The Chicago delegates having engaged Col. R. B. Mason to act as consulting engineer, that gentleman arrived here, by appointment, in November last, and went over the whole of the ground with Mr. Tully. Col. Mason was a week engaged in making his examinations, and, on his return, expressed himself highly satisfied with the general features of the country, which he considered peculiarly favorably situated for the construction of the proposed work, with the exception of the heights called the "Ridges;" this chain of hills he did not consider by any means an insurmountable engineering difficulty, as will be seen by the following extract from a letter from Mr. Tully:—

TORONTO, February 1st, 1856.

To the Warden and Members of the Council of the United Counties of York and Peel, in Council assembled,

GENTLEMEN:—

"Aware that strong efforts are being made by the advocates of rival routes for the proposed canal to Lake Huron, to disseminate the idea that the "ridges" offer an insurmountable obstable to the construction of

such a work, from Lake Simcoe to Toronto, I addressed a note to Mr. Tully this morning, requesting him to enable me to contradict such statements, and I have now the honor to submit to you the following extract from his reply :—

[Copy.]

TORONTO, January 31st, 1856.

TO M. P. HAYES, ESQ., SECRETARY OF THE COMMITTEE ONTARIO AND HURON SHIP CANAL :—

"DEAR SIR,—

"In reply to your communication of this day's date, requesting information with regard to the practicability of a work for the construction of a Ship Canal between Lakes Ontario and Huron, I have to state that from recent examinations, and from actual survey, I have no hesitation in saying that there are no insurmountable obstacles to the construction of the above work.

"On the contrary, the explorations have tended to dispel what at first appeared to be impracticable difficulties. In this opinion I have been fully sustained by Col. R. B. Mason, the late Superintendent and present Chief Engineer of the Illinois Central Rail Road, who travelled over the whole of the proposed route with me in November last."

* * * * * * * * * * * * * * *

KIVAS TULLY.

"It is unnecessary for me to urge upon you the immense advantages which would necessarily follow the construction of the proposed work, both in a national and local point of view, but it is highly important that the Committee should not be prevented (by the want of the very limited pecuniary assistance which they ask from the County) from having the survey vigorously proceeded with, and completed during the approaching session of Parliament.

"Referring to the communications which I had the honor to address to the Warden of the United Counties on the 10th December, and 31st January, and confirming their contents,

I have the honor to be
Gentlemen,
Your very obedient servant,

M. P. HAYES,

Secretary of the Committee of the Toronto and Georgian Bay Canal."

The survey being as yet unfinished, I am unable to give the Board any detailed information regarding the quantity of excavation, the probable cost or other details of the work. Three lines are under survey, and the committee expect to be in possession of full details of the peculiar features of each line, with estimates of the cost in each case, by the 1st of April next.

The members of the Oswego committee have honored the Treasurer's drafts to the extent of £100. The Warden of the County of Simcoe has paid the sum of £100, voted by the County Council. The committee have obtained subscriptions in the city to the extent of about £150 in addition to the amount subscribed by the members of the Board of Trade. The Chicago committee have undertaken to pay the consulting engineer, but as it was considered advisable that the survey should be much more extended than was at first considered necessary, further means are required to enable the committee to carry out the understood wishes of the Board and the Convention.

It will be seen by the subjoined report of proceedings in the Council of the United Counties of York and Peel, that my application for aid has been favorably entertained, and that a vote of one hundred pounds in aid of the survey was unanimously passed by that body. I insert the proceedings in full, on account of the strongly favorable opinions on the project, which the council, composed as it is of practical cautious men, have expressed, and with the expectation that the Warden's remarks may produce a beneficial effect, by awakening the citizens of Toronto to a true sense of the importance of this improvement.

COUNTIES COUNCIL,
Tuesday, February 5, 1856.

Mr. Gamble brought up the second Report of the Committee on Finance and Assessment. The Report stated that the real estate belonging to the county, without including the lot in rear of the present Court House—the possession of which is now under litigation with the Corporation of the City of Toronto—is put down at £27,525 9s. 9d., which seemed far beneath real value. The whole of the rateable property real and personal in the United Counties, as assessed for 1855 is, £5,183,600. If that amount were rather more than doubled, say in round numbers £10,500,000, it would be a nearer approximation to its true value; consequently when £5,000 will cover the current annual expenses of the counties, the amount assessed by the Council within the year has barely exceeded that sum, the rate is a fraction over one-ninth of a penny in the pound of the actual value of the rateable property held in these United Counties. The documents from which these abstracts are made evidence a state of financial prosperity, not second to that of any county in the Province. The Treasurer has placed to the credit of the county the sum of £319 13s. 1d., which with £87 19s. 6d. previously deducted, amounts to £418 12s. 7d., being £10 19s. 1d. less than the sum directed to be paid by that officer, by the Report of the Finance Committee in June last. This deficiency arises from the per centage on the non-resident land tax, and the Treasurer declares that he has paid over the whole of the money received by him on that account since the provisions of the By-laws, Nos. 5, and 21 came into force. The next important matter to which the

attention of the Committee was called was the application from the Toronto Board of Trade, made through Mr. Hayes, Secretary to the Committee for the Toronto and Georgian Bay Canal, asking for the grant of money from the Counties to aid in liquidating the expenses of a survey between lakes Ontario and Huron, now making for the purpose of ascertaining the practicability of constructing a ship canal to connect these two lakes. This project of a ship canal, if possible, is unquestionably of immense consequence to the United Counties. It would not only open up a ship navigation from the head of Lake Superior to the ocean, thus forming a new outlet to the carrying trade from the vast grain-producing countries of the west, through the very centre of the United Counties, with Toronto for its port on Lake Ontario; but the very numerous locks that must pervade the entire length of the canal would also furnish the means of supplying machinery to manufacture the exports of grain on its way to the sea-board, and might, in addition, supply Toronto with an almost unlimited water power, and the means of making it at once both a great commercial mart and manufacturing city. To ascertain whether these advantages are within our reach is the object of the survey now making, and the question so deeply involves the interest of these Counties, that the committee are of opinion that they should contribute towards defraying the expense, and therefore recommend that the sum of £100 be granted for that purpose. The report next alluded to the accounts rendered to the Registrar for making extracts from his books for the new Registry office of the county of Peel. The amount was £275 14s. 7d. The committee consider that the County of Peel should bear this expense. The application of Henry May, late turnkey in the jail for aid in consequence of loss of health while in that situation, and consequent inability to attend to the duties; while the committee would not wish to make any precedent of granting pensions, yet from the fact that May has been 13 years a turnkey in the jail, and being now entirely disabled, they recommend that a gratuity of £25 be given him. The application from the Court House keeper was also taken up, and the committee recommended that a small addition be made to his salary.

COUNCIL IN COMMITTEE.

On motion of Mr. Gamble, the Council went into Committee of the whole on the Finance Committee's Report.

Mr. Bridgeford in the chair.

On motion for the adoption of the first clause, the Warden stated that the city did not claim the property referred to, but claimed to have a contract made between the city and the District Council, and they intend to file a bill in Chancery to compel the County Council to carry out that contract. The question as to the real owner of the property was a different thing.

Mr. Gamble said, with regard to the Deed of Trust, he believed he was the oldest surviving Trustee. He thought it possible that the deed might be found in the office of the Clerk of the Peace.

On the motion for the adoption of that clause of the Report which recommended the Council to grant £100 in aid of the Ship Canal, the

Warden said he looked upon it as one of the most important undertakings that was ever in the county or in the world. He was satisfied that there was no canal in existence, or proposed, likely to do the amount of good which this one would, if constructed. He had no doubt that it would make the City of Toronto only second to New York in America. No other city but New York would have the advantages which Toronto will have if that canal is constructed. The whole of that vast extent of country west of Lake Michigan must come this way, and they could not estimate the wealth and resources of this far West. It will not only bring the whole of the produce of that vast country this way, for no other route could compete with it—for nature has made it the most available, and most direct route to the ocean—but it will make the whole county one continuous city along its route. If £100 would enable them to complete the survey, he was sure posterity would never blame them for having voted it, and if ten times that amount would put the matter beyond doubt they would be justified in voting it. As for the time when this work would commence that would be for the City of Toronto to say. He was sorry to see that the City of Toronto had been dormant so long in this important work. They had excited themselves to get an Esplanade because they considered it would be of advantage to them, but he could not understand why the merchants of Toronto had allowed this matter to lie over so long. Since it has been talked of they have done nothing. No report had been issued by them, while exertions had been made to bring the old middle route again before public notice, and the Montreal people had been stirring themselves to get the route by the Ottawa again into favor, although they seem to be losing hope of a canal now, and are speaking of a railway. But should a railway be constructed it would in no way interfere with this canal. He thought the most strenuous exertions should be made to bring this matter before the Legislature in its strongest light, and if the report of the survey was anything feasible, he did not think that any amount of money would be too great to expend upon its construction.

The clause referring to the amount chargeable for the extracts of the New County of Peel, caused a good deal of discussion, and was ultimately withdrawn. The clause in reference to the gratuity to Henry May, caused some discussion, and was voted down; the majority approving of a personal contribution, which was immediately entered into, and a large sum subscribed.

The Warden having resumed the Chair, the report as amended was adopted, and the Council adjourned.

Application has also been made to the City Council for a grant in aid of the survey, and should that body not deem it expedient to apportion some funds for the purpose, it will become necessary for the Board of Trade, in conjunction with the general committee, to take measures for the procurement of the sum still required.

In the absence of any precise information from the engineers as to the details of the work, and its probable cost, the committee have

deemed it expedient that I should furnish the Board with such general information and statistics bearing upon the financial prospects of the canal as I may be able to give. With this view I have prepared the small skeleton map which accompanies this report, and which may be useful in illustrating the following remarks :—

The subject naturally divides itself under several heads, which are probably most succcinctly stated by the questions which present themselves at the outset, namely :

1st. What are the advantages which would follow the construction of a canal from Toronto to the Georgian Bay on Lake Huron ?

2nd. Are these advantages sufficient to warrant the construction of the work in a national, commercial or military point of view ?

3rd. Upon what trade would the canal depend for its revenue, and what amount of outlay do the reliable statistics of that trade or such portion of it as may safely be calculated to use the canal warrant, with a view to remunerative returns ?

4th. What would be the effect of the canal upon the existing public works of a similar nature in the Province, if injurious, to what extent, and if beneficial, how much so, and is such advantageous action likely to be permanent ?

5th. Is it a practicable work within such an amount of cost as is fully warranted by the answer to question three ?

With reference to its practicability—the water of Lake Simcoe is 469 feet above the level of Lake Ontario, and 109 above Lake Huron* ; it follows, therefore, if Lake Simcoe is to form a portion of the navigation, that lockage to the extent of 578 feet, or 44 locks of 13 feet 6 inches each will require to be constructed. Of these locks 34 will be comprised in the distance 28 miles from Toronto to the head of navigation on the Holland River. This river is now navigable for vessels drawing about 6 feet for 9 miles from its confluence with Lake Simcoe. The daming of that lake at its northern outlet, near the entrance of the Severn, would probably raise the water of the Holland River to 8 feet, the remaining 4 feet would be produced by dredging. The river flows over a loose muddy bottom, through which a pole can be easily driven 7 or 8 feet, and is already in several places of nearly, if not quite, the required depth.

If the Nottawasaga route is adopted, we have 28 miles of canal to make from Toronto to the Holland River, 9 miles of river navigation to

* Bouchet.

improve, 22 miles of natural navigation by Lake Simcoe to Barrie at the head of Kempenfelt Bay, 10 miles of canal to cut to the Nottawasaga River, and 25 miles of the navigation of that river to improve, in order to reach Lake Huron at the foot of Nattawasaga Bay. The Nottawasaga carries a depth of ten feet for about 4 miles from its mouth, and the remaining distance can be easily made navigable.

If the Matchedash Bay route is adopted, the canal from Toronto to the Holland, and the improvement of that river, would be the same as in the last mentioned route.

The navigation of Lake Simcoe would be available for its entire length, requiring the dredging of $\frac{1}{2}$ of a mile at the Narrows; a canal of 9 miles should be made at the north-eastern end of Lake Couchiching, to connect with the North River; and that stream should be improved for the remaining seven miles to its entrance into Matchedash Bay; this river is now navigable, with 5 feet water, over a soft bottom, for 4 miles of that distance, and is, in many places, 12 or 14 feet deep. From its entrance to the mouth of Matchedash bay there is an easey channel with not less than $6\frac{1}{2}$ feet water, except just at the mouth of Coldwater River, where a loose deposit, about 200 yards wide, has been formed by the silt brought down by the latter stream; there is only $4\frac{1}{2}$* feet water on this bar. The distance from the North River, through Matchedash Bay to Sturgeon Bay, is 5 miles, part of which would require to be deepened, and a few boulders removed. In Sturgeon Bay we have deep water, good anchorage, and shelter from every wind.

My object in thus briefly describing the two routes is not for the purpose of instituting comparisons between them, but to supply, as far my personal knowledge of the localities enables me, a few of their leading features for the information of the Board, and it must be borne in mind that the engineers are in no way responsible for any of my statements, as they are made entirely on knowledge derived from personal examination. The ultimate decision on either or any route must be made upon full professional reports of the relative costs and advantages of all the routes which may be examined. My object is to shew that the country possesses the chief characteristics upon which the practicability of such a work depends.

The proposed canal across the Isthmus of Suez, to admit vessels drawing twenty-six feet of water, would probably have been commenced ere this, if it were not for the impossibility of constructing a harbour at the

* These depths are from soundings made by the writer last Summer.

only point on the shore of the Mediteranean where the canal could enter that sea; on this point our canal is perfectly safe, as the harbour of Toronto is unrivalled on the lakes, and there is no difficulty with regard to finding harbourage on Lake Huron.

The question of an abundant supply of head water, is one of the very greatest importance in connection with a canal of this magnitude. A hill can be cut through or locked over, and the difficulty in either case is a measurable quantity, but if the head water is absent, or not easily procurable, it is often impossible to arrive at a definite estimate of the cost; and unless the supply can be made ample, canal works of this magnitude are of course impracticable. Lake Simcoe embraces an area of about 500 square miles, with a coast of 108 miles, the depth varies considerably, and it is on the whole safe to estimate it at an average depth of 35 feet. The Severn which now empties the surplus water of this lake into Lake Huron, is a broad, deep and rapid river, and carries a much greater volume of water, than would be supposed from its appearance on the map. I explored this river from Lake Simcoe to Lake Huron last June, and although I was led to expect a large river, yet the depth, volume and rapidity of the current far exceeded my expectations. I was not able to make any thing like an accurate measurement of its size or volume, but comparing it with other rivers, I arrived at the conclusion, that the Severn carries a volume of water equal to fully twice the size of any river in Great Britain or Ireland, and not far short of the size of the Hudson in the neighbourhood of Albany. It is therefore certain that Lake Simcoe can furnish abundant water for all the requirements of the canal, including almost unlimited water power, and an abundant supply for the use of the city, without disturbing to any considerable extent the general water level of that lake, or interfering with the water privileges dependent upon it for their supplies.

In the absence of detailed specifications, the only way in which we can arrive at even approximate opinions as to the probable cost of the work is by comparison with the cost of existing works of a similar nature. The Caledonian Canal, the largest ship canal in existence, is 23½ miles long and has 23 locks, each 170 feet long, 40 feet wide, aud 15 feet deep; the width of this canal at the bottom is 50 feet, and its cost was one million sterling.

The cut from Toronto to Holland River which embodies the bulk of the work of the Georgian Bay project is 28 miles long, and requires 34

locks of 13½ feet deep, 300 feet long, and 75 feet wide ; if we except the extra cutting at the ridges, which must be estimated separately, and take into account the much more difficult character of the ground through which the Caledonian Canal runs, I think we will not be far from the truth if we estimate the cost of our work as compared with the Caledonian in the following manner :—

Caledonian Canal, 23 miles and 23 locks.....	£1,000,000
23 miles of the Toronto and Lake Simcoe Canal, with cutting, and locks of nearly double the size, but much easier ground to cut.....	£1,500,000
Add for remaining locks, five miles of canal, and improvement of Holland River...	£500,000
Add for extra cutting at the ridges.....	£1,500,000
Toronto to Lake Simcoe	£3,500,000

Having reached Lake Simcoe the great difficulty is overcome, and I am inclined to think that one million sterling may be amply sufficient to cover the cost of the remaining work and all contingent expenses. The cost of the Welland Canal, including the expense of enlarging the locks, and all outlay up to the last return is one million and a-half currency, so that for a rough estimate I believe we are quite safe in considering that the Georgian Bay and Toronto navigation can be opened under five millions sterling. I must repeat that my conclusions are not given with any pretension to accuracy, and are just as likely to be far over the mark as otherwise.

When we consider that rock cutting, of which the Caledonia work is chiefly composed, is fully four times as expensive as clay cutting, and that the Caledonia has 345 feet of lockage, against 469 on the Toronto and Lake Simcoe, my estimate appears more than ample to cover the difference in the extent of the two works.

With regard to the advantages which would follow the construction of the proposed canal, it is necessary to a full comprehension of the importance of this work, that a perfect recognition of the geographical position of Toronto, in relation to the vast producing regions of the west and north on the one side, and to the great shipping ports of the atlantic on the other, should be vividly before the mind; this can be immediately produced by reference to the map. It is also necessary that a conception should be formed of the present amount, character and course of the trade between these points, and an approximate estimate of its probable increase and requirements.

In approaching the latter branch of the subject, I must at the outset, confess my utter inability to deal with it in a manner at all commensurate with its importance; I can only furnish to the Board such limited statistics as I have been able to throw hastily together, from the very inadequate means and time at my disposal, and I must refrain from drawing any inferences as to increase, knowing that the progress of the trade of the western lakes, and the growth of the western cities have gone on annually, outstripping the wildest dreams of their most sanguine estimators; and that calculations based upon the progress of preceding years have uniformly fallen far short of the reality. After reviewing the resources of the country north and west of the lakes, Mr. Adams in his report to Congress in 1852, says, (p. 244)—"This is a brief and rapid outline of a country and a system of waters strangely adapted by the hand of Providence to become the channel of an inland navigation, unequalled and incomparable the world over: through regions the richest of the whole earth in productions of all kinds—productions of the field, productions of the forest, productions of the waters, productions of the bowels of the earth—regions overflowing with cereal and animal wealth, abounding in the most truly valuable, if not the most precious metals, lead, iron, copper, coal—beyond the most favored countries of the globe; regions which would, but for these waters, have been as inaccessible as the steppes of Tartary or Siberia, and the value of the productions whereof must have been swallowed up in the expense of their transportation."

The trade of the West may, for consideration in connection with this subject, be divided into two great branches; the one composed of the trade which takes its rise in that portion of the Michigan Peninsula lying to the south of a parallel of latitude drawn through Port Sarnia, (Canadian territory) across St. Clair River, westerly, until it meets the shore of Lake Michigan, then south-westerly to the production of a line drawn west from Cleveland to meet it. The districts embraced within this boundary, may be said to be fairly tributary to the ports on Lake Erie; it includes the timber trade of St. Clair, the lumber and produce trade of the Canadian shores of Lake Erie, and the whole of the water-borne trade of Southern Michigan and Northern New York, Pennsylvania and Ohio. Such portions of this trade as now seek the seaboard by water, are carried over the Erie and Welland Canals. The portion which passed through the Welland in 1854, up and down, was 943,000 tons; and it is a fact well established, and very generally known, that the

Welland Canal is not capable of passing with that certainty and dispatch which the requirements of modern trade render necessary, any more or even as large an amount of tonnage as passed through it in that year. It is well known that the canal has of late been so crowded and overworked that a very large share of the trade which would otherwise have come through the St. Lawrence, has been diverted into other channels by the uncertainty and delays attending the passage of the Welland Canal.

The other branch of the western trade is that which has for the field of its origin the whole of the vast country lying north and west of the line of imaginary demarcation which is noted in red upon the accompanying map, commencing at Chicago (itself the centre of almost incalculable traffic); this division embraces the whole of Lake Michigan, Illinois, Minesota, Lake Superior with its mining districts, Lake Huron, with its inexhaustible wealth of fish and timber, and every emigrant of the thousands who are daily seeking homes in the far west adds to its resources and requirements.

My principal object in making this division of the trade, is to meet the objections of those who may suppose that the Georgian Bay Canal would enter into injurious competition with the Welland Canal, aud therefore be inadvisable on national grounds, but it will be at once admitted by any one conversant with the country, that the trade comprised within the first division above alluded to is far more than sufficient for the capabilities of the Welland, and will before many years imperatively call for duplicate locks and increased depth of water in that work.

The bulk of the trade from Lake Michigan to Buffalo, is carried in a class of sailing and steam vessels of too large a size to pass through the locks of the Welland. Mr. Jarvis in his report to the Canadian Government on the prospects of the Caughnawaga Canal, gives a table of 48 propellers employed (1853) in the trade between Buffalo and Chicago, of which only eleven are small enough to pass through the locks of the Welland.

There need be no apprehension then that the Georgian Bay Canal would operate injuriously upon the trade of the Welland Canal.

With regard to the nature of the trade upon which our canal would depend I cannot do better than to quote from the remarks of one of the Chicago Delegates at the Convention of September. Mr. Bross shows that the territory which would be tributary to the Georgian Bay Canal, is more

than equal to the territory of thirteen older states of the American Union in extent of country, fertility of soil, salubrity of climate, and that this territory is rich beyond computation in mineral wealth. "It contains the largest and the richest deposits of lead and copper that are known to exist anywhere upon the globe." This territory is vastly more fertile, and capable of sustaining a population many times larger than all the older states of the Union. There are 700,000 square miles of as fine a country as can be found upon the face of the earth, embraced within this area and beyond the range to which Mr. Bross's remarks were confined, we have the Rocky Mountains with extensive valleys more beautiful than those of Switzerland, and capable of sustaining a population twelve times as large. Mr. Bross concludes by saying:

"And now, Mr. President and gentlemen, with the vast extent, and the endless agricultural and mineral resources of the country west of the lakes before us, what is the commerce of these lakes to be in the next twenty years? It is settling with the most astonishing rapidity. Our railroads are piercing this vast territory. They now reach the Mississippi at Cairo, Alton, Burlington, Rock Island and Dubuque; and more than a hundred trains a day arrive and depart from Chicago. They will soon be extended through Wisconsin, Minnesota and Iowa—and no one can tell where they will end till they reach the Pacific. If products of the West gathered from only 50,000 square miles, have built up a city of 83,000 people in the short space of eighteen years—for it is only a few months more than that since it was incorporated—who dares to estimate what the next seventy years will accomplish? I once heard Captain Hunuvin, a veteran sailor of our city, who commenced his eventful career on Lake Ontario in 1812, after referring to the growth and the endless prospective value of the products of the West, say that "the great God when he made the mighty West made also the lakes and the mighty St. Lawrence to float its commerce to the ocean;" and I might as well attempt to lead the boiling current of Niagara to the sea in a hosepipe, as to ship the products of these 700,000 square miles to the ocean by the Erie and the Welland Canals, and all the railroads now or hereafter to be constructed. The West needs the Georgian Bay Canal and every other avenue to the ocean that can possibly be opened."

I am not in possession of any data upon which to form a statistical return of the lake borne trade of the towns and cities lying along the west shore of Lake Michigan, from Chicago northward to Green Bay; but in estimating the trade of that lake, I think we are quite safe in considering the export and import trade of all these ports, together with the trade of Lake Superior, at least equal to that of Chicago.

The tables and remarks upon the trade of Chicago, from the columns of "*The Weekly Press*" which are appended hereto present an array of

facts well worthy of consideration in connection with our canal project. If we estimate the trade of all the other ports of Lake Michigan, and the mining trade of Lake Superior united, as equal in bulk to the import and export trade of Chicago, we have an aggregate total of 3,217,690 tons of shipping arriving at the various ports on these two lakes in one year. I arrive at these figures by doubling the tonnage of vessels which arrived at Chicago last year.

I think we are quite safe in estimating that, in five years the lake trade will be so increased as to give ample employment to all existing outlets and furnish an amount of tonnage moving up and down on the Georgian Bay Canal, equal to the whole of the present trade. If, in order to be at the safe side in our calculation, we leave out the odd figures, we have three million tons of movement upon which to base our calculations for income. The average toll paid on the Erie Canal is 6 mills per ton per mile; taking the Georgian Bay Canal to be in round numbers, 100 miles from lake to lake we have 60 cents per ton, or 3 cents per 100 lbs. toll for the entire distance, equal to about 2 cents per bushel for grain; this would give a return of four hundred and fifty thousand pounds per annum, equal to the interest at 6 per cent, of seven and one half millions of pounds, currency.

It must be borne in mind that the above rate of toll per mile, though a heavy burden, when multiplied by the length of the Erie Canal, is an exceeding low rate on a work like this, which would render available so great a chain of natural navigation.

The cost of fuel alone, which would be saved to a propeller bound eastward from Mackinaw, by using our route in place of St. Clair flats and Lake Erie, would warrant a toll many times larger, not taking into account the saving of time and advantage of avoiding the risks of Lake Erie. Taking the same average rate per ton per mile as is charged on the Welland Canal, *two* million tons of property moving up and down on the Georgian Bay Canal would give a revenue £516,666 cy. per annum, or interest at 6 per cent. on over eight millions.

As before stated, I have no reliable data upon which to form even an aproximate estimate of the cost of the proposed work, but these figures would evidently warrant an outlay far beyond its possible requirements.

The existence and steadily increasing growth of the trade upon which these calculations are based is a fact beyond question, but it is argued that no canal with such an amount of lockage as this would have, could possibly pass so great a quantity of tonnage. The Erie canal in 1853 carried,

including the local traffic, over two million tons to the sea-board, and if that work, with its very limited comparative capacity was capable of transporting 2,000,000 tons, I do not think it is at all unreasonable to expect that the Georgian Bay Canal, constructed, as it would be, with every modern engineering improvement, and ample capacity for the largest class of lake vessels, should be capable of passing one half as much more.

Reducing it to actual practice I find that, in order to carry 3,000,000 tons (up and down trade included) the canal would have to pass, in all, three thousand vessels of one thousand tons burthen each, and counting 234 working days to the year, we have 120 vessels of that size to pass in 24 hours, or five vessels to be locked through each lock in an hour. The locks would, of course, be either double or built wide enough to pass two vessels of that tonnage together, or a larger number of vessels of a smaller size. A vessel 180 feet long, 35 feet beam and 13 feet hold, built according to the models best suited to the lake trade, would carry 1000 tons on a draft of about 11 feet water, and it is quite possible to have the locks constructed so as to pass two such vessels at one time, if necessary. But even passing one at a time, five vessels in an hour is within the capacity of a well constructed lock; those of the Sault St. Marie Canal are 300 feet long and 75 feet wide, so that there need be no fear on the ground of incapacity in the work to accommodate sufficient trade to insure profitable returns.

COMMANDING ADVANTAGES OF THE GEORGIAN BAY CANAL,

With respect to cost of transportation and consequent beneficial effects upon the interests of the Canadian Canals and shipping ports of the St. Lawrence.

Independent of the immense advantage (particularly in the transport of grain) of passing the property through from the western shipping port along-side the ocean vessel in an Atlantic harbour, without breaking bulk, an object so desirable in itself, the question of distance tells powerfully in favor of this work, when placed in competition with any of the existing channels of water communication. This branch of the subject is best illustrated by reference to the accompanying skeleton map, and the table of comparative distances marked in the margin. It will be seen that if Quebec is taken as the shipping port, we have an advantage of over six hundred miles in the item of distance alone, equal on the transport of a ton of produce to four dollars at ordinary rates, as compared with the present route by the St. Clair River and Lake Erie. The most important point in this connection, is to show that by the coustruc-

tion of the Georgian Bay Canal, Canada would offer to the western trade a channel to the sea board, possessed of such advantages as would *command the trade*, and make Montreal and Quebec the depots for a large share of commerce, which they would otherwise be no partakers in. The cost of transporting a ton of flour or grain from Chicago to New York, by sailing vessel or propeller to Buffalo, thence by the Erie Canal and Hudson River to New York, may be estimated as follows :—

Average lake freight, Chicago to Buffalo	$4.00
Transhipment at Buffalo, and cooperage	0.50
Canal freight, including tolls to Albany	6.00
Transhipment at Albany, canal boat to river, barge, and cooperage	0.40
River freight to New York	1.50
	$12.40

At the opening of navigation last year, much higher freights were paid than have been set down in the above estimate ; 25 cents per bushel in some instances was paid from Chicago to Buffalo equal to ten dollars per ton. My estimate is ten cents per bushel, which is a low average.

Now a vessel of 800 tons burden loading at Chicago, could deliver her cargo along side the sea going ship in Montreal, or even in Quebec Harbour, by way of the Georgian Bay and St. Lawrence Canal, in at shorter time, *without breaking bulk*, and make profitable returns to her owners at 40s. cy. per ton, shewing a saving of over $4 in addition to the immense advantage of an unbroken voyage, which in respect to rolling freight would be in itself sufficient to command a very large share of the trade, even at equal freights.

As the latter route is yet untried, and we have no actual practice upon which to base our estimate of 40s. per ton, it may be well to give the data upon which it is furnished.

A vessel of 800 tons burden, builders measure, adapted to the lake trade, built and furnished in a substantial manner, would cost £8000 cy.,

The interest at ten per cent. on this outlay	£800	0	0
Sixteen men averaging $20 per month, 7 months	560	0	0
One captain $60, two mates $30 and $25	201	0	0
Provisions at $12 per month per man	336	0	0
Contingent expenses for the season	250	0	0
Insurance on £6000 cy., 5 per cent	300	0	0
Working expenses for the season including ten per cent. on the cost	£2447	0	0

At 40 shillings per ton, her gross earnings, per trip (down freight only) would be £1600.

Taking three trips in the season, (a safe estimate) we we have gross earning				£4800	0	0
From which must be deducted canal tolls, viz. —						
Georgian Bay 2400 tons at 3s. per ton	£360	0	0			
St. Lawrence Canals, the same	360	0	0			
Towage through from Lake Huron to Lake Ontario	50	0	0			
Towage on St. Lawrence (not always necessary)	60	0	0			
Towage, Montreal to Quebec (not always necessary)	75	0	0			
				£905	0	0
Nett earning for the season				£3905	0	0
From which deduct working expenses				2447	0	0
And we have a margin of				£1458	0	0

to cover contingencies and deterioriations in value of the vessel, and also the benefit of whatever up freight may be got for profit to the owner; I think therefore that 40s. per ton may be set down as a very liberal estimate of the cost of transporting produce by the Georgian Bay and improved St. Lawrence Canals from Chicago to Quebec, and that it allows fully as great, if not a much greater margin for close competition and reduction of freight, than the sum set down as the cost by the Erie Canal to New York.

An argument has been advanced in favonr of the construction of this canal, and the deepening of the St. Lawrence navigation, which (knowing it to be unsound) I wish to put aside at the outset, it is that vessels may be constructed so as to carry their cargoes through from Chicago or other inland ports to Europe. This idea must be abandonded at once as untenable, and arming the oponents of the improvement with a powerful argument, if the claims of the work to public favor were made upon any such untenable grounds.

Practice proves that for long sea voyages, the most profitable vessels are those from 1200 to 2000 tons burden, drawing 18 to 26 feet water, they require to be coppered and copper fastened, expensively rigged and fitted, and are altogether different from, and far more costly than the vessels best adapted to lake and canal trade. The rig is different, every thing in short connected with the two trades is quite distinct, and neither at all applicable to the uses of the other; twelve feet is the deepest

draught which can be profitably used on the lakes, and even that draught requires the deepening of several harbours; let the promoters of the improvement of our inland navigation abandon the idea then, that ocean ships can ever profitably be employed in the trade between inland and foreign ports, and adhere to established practice, which gives such overwhelming advantages to the route which can alone offer unbroken transport in the best paying class of vessels from the far west to the ocean.

The Hon. John Young, member for Montreal, and the Hon. Hamilton Merritt, member for the County of Welland, seem from their speeches in Parliament on the 20th inst., to be fully alive to the importance of completing the public works of Canada; Mr. Merritt says:—

We have our minds filled with the idea of railroads. What can they do? Carry a few hundred thousand tons of freight. But cast your eye over our Western country, embracing five hundred thousand square miles, and consider the advantage which would accrue from the production of this great country. The St. Lawrence is by far the shortest route for a passage from the west to England. Through this channel of transit freight can be carried from England to Chicago *via* St. Lawrence, cheaper than by New York or any other route. Have we the trade of the West? No, not even of Western Canada. Is it not lamentable that flour can be carried from the lakes cheaper by New York than by the St. Lawrence. What is the remedy for it? It is to complete the public works. The government should be subject to the reproach of the people, that so slight an obstruction as the removal of three bars in the St. Lawrence, in order to render the navigation perfect to Quebec, should have been so long delayed. The importance of the proposed Champlain Canal is evident. It is objected to in a financial point of view. But consider for a moment a parallel case. It is known that the Erie canal has been enlarged, and the toll on flower is now 22 cents per barrel. This canal has not only paid the interest on the capital, but also yearly put into a sinking fund $1,850,000, for the payment of the capital. They have a constitution which the Legislature cannot repeal. When this canal is paid for in all there will be no necessity for tolls, and it can then afford to carry flour to Albany at a toll 2½ cents per barrel, and, perhaps, take it free of expense. What we should do is to divert the trade from this great thoroughfare to modes of transit through our own country. Now contrast this Erie Canal with our own canals. Not only do our canals not pay anything into a sinking fund, but they do not even pay the interest on their debt. The St. Lawrence canal does not pay its expenses. When we ask for money, the reply is, we are in debt. Yet gentlemen should consider, when raising this cry, whether the proposed use of the money will entail a debt. If it pays its own way, it is no debt. The obstructions in the St. Lawrence and the construction of the Champlain Canal, demands the serious and immediate attention of the Government.

The Hon. Mr. Young said—he would glance at the present condi-

tion and future prospects of the trade of Canada, and they would see what evidence there was of the importance of these subjects. Previous to 1847 the whole of the trade of Canada, and of a large portion of the Western States, was forced through the St. Lawrence. Upper Canada could then neither export her produce nor bring in her imports by the United States. A change was then made in the imperial policy, and they were enabled to send their produce through the United States in bond, and to bring their imports in the same manner. The canals were finished in 1849, and a cargo of wheat admitted through them from the Western States and ground in Montreal; but the gross receipts did not enable them to compete in this operation with the United States. The whole course of this trade has now completely changed by the effect of reciprocity, which has not only enabled the American producer to send his produce through in bond, but opens the markets of the United States for consumption as well as for export. Let them look at the results of this. The receipts of the season at the port of Montreal were of flour 443,000 bbls., of wheat 634,000 bushels, making, with other grain, a total amount of 3,424,000 bushels, but of this amount only 341,000 bushels were exported; the whole of the remainder was taken for food by the people of Lower Canada. When they looked at the fact, that property could be moved from any port on Lake Ontario to New York at the same rate as from Montreal to New York, it was evident that the trade must continue to flow through that channel unless superior means of transport were opened. What makes the present state of trade so alarming is the fact that the State of New York is beginning to enlarge her canals to such an extent, that unless some measures are devised for the increase of our means of transportation, we shall not be able to compete with them. The receipts at the port of Montreal had very much decreased of late years; in 1847 they were exactly double what they are now. Since the new crop came in of one million five hundred thousand bushels of wheat, Lower Canada had only received 128,000 bushels—and since the month of July the whole receipts at Montreal have been only two cargoes against 1,500,000 bushels entered at the port of Oswego—and however prosperous trade might be in Upper Canada it was in a very depressed condition in Lower Canada—and he saw no means of remedying the present state of things, but by the promotion of public improvements. He was satisfied that the people of Upper Canada would be better pleased if they could transfer to the St. Lawrence the whole of their produce, and receive all their imports by the same way. The sums given by the people of Upper Canada to American forwarders and to the State of New York, were very great, amounting to one hundred and twenty-five thousand pounds. It were highly important that the great public works of this country should be made available for the purposes of revenue; and that the interest of the £4,000,000 expended on their construction should be saved—and this could be done; it would be well worth the attention of the Government. There was one statement which he would make, and which he thought could be easily proved, and that was, that the 250 miles of railway now in operation, and the

250 more that were in course of construction, could never be made available for carrying such bulky goods as flour and wheat to market, as they could not compete, in point of cheapness, with water communication. Unless other means of transport are found, the trade must go through the lakes to Oswego, and thence through the States to the sea-board. The increase in the trade of the Western States was beyond calculation, and of 34,000,000 bushels, which have moved from west to east in the year 1855, only 3,000,000 have gone by the St. Lawrence. Allusion had been made to the canal from the St. Lawrence to Lake Champlain, and that was one of the remedies which should be adopted. The Welland Canal should also be enlarged for the traffic from the west was increasing so largely that any expenditure by which that trade could be brought to this country ought to be allowed. These works must be undertaken, no matter what expenditure they might entail on the country, for that was the only means by which the trade of the country could be brought back to the St. Lawrence.

I introduce these extracts to show how vitally important to the prosperity of Canada, is the construction of a connecting link between the existing Provincial public works of the St. Lawrence, and the trade of the West, upon the transport of which these works depend for their returns. It is to a certain extent extraordinary that men of enlightened views, such as the gentlemen from whose remarks I have been quoting, should have entirely overlooked the only really practicable and effective means of making the existing works productive, which is afforded by the construction of the Georgian Bay Canal. It is futile to talk of building a canal to connect the St. Lawrence with Lake Champlain, unless you first enable the trade which you want to attract, to reach the St. Lawrence. It is like clearing the tail race of a mill in order to draw down the water which is blocked np at the junction of the feeder and the mill pond. It is also idle to talk of enlarging the Welland Canal, as a measure adequate to the end in view. The Welland Canal is a highly important work; and as before remarked, the trade of Lakes Erie and St. Clair, which properly belong to it, will, undoubtedly, call for its enlargement before long; and there are probably no persons in Canada more fully aware than Messrs. Merritt and Young are of the utter inadequacy of that work, under any practicable system of enlargement, to accommodate or to attract a sufficient portion of the western trade into Canadian channels, to make the St. Lawrence improvements profitable.

The channel of communication which is to effect what may be called a revolution in the course of the western trade, must offer *commanding advantages* in *cost*, *time*, and *manner of transport*, in order to induce shippers to use it, and to be effective for the object in view. I maintain that

the Georgian Bay Canal in connection with improved navigation of the St. Lawrence, admitting vessels drawing twelve feet water would possess all the requisites to enable us to defy competition in the carrying trade between Europe and the vast producing regions of the West.

I have previously shewn that freight can be carried at $4.40 per ton cheaper from Chicago to Quebec by this route than it can under existing circumstances be carried from the same point by the Erie Canal to New York, with the additional advantage of an unbroken voyage.

The same advantages will apply to the voyage from Chicago to New York by our route, as soon as the Caughnawaga Canal is completed with the same depth of water, and the navigation from Lake Champlain to the Hudson correspondingly improved, with this very important addition, that the up freight from New York to the west will help to reduce still lower the comparative cost of transport by the Ship Canals.

It will be urged in objection, that when the contemplated improvements of the Erie Canal are completed that the tolls on that work will be reduced, thereby lessening the cost of transportation; and Mr. Merritt entertains the view that probably in a few years, when the Erie Canal has paid for itself interest and cost, as it is now rapidly doing, that it will not be necessary to charge any tolls on that work, so that produce would pass as through natural navigation, with merely the expense of the means of transport. Let us deduct the toll now chargeable on the Erie Canal from our calculation of the cost of transport on both routes. Mr. Jarvis, in his report to Hon. Mr. Chabot on the Caughnawaga Canal, says, (p. 9,) 6 mills per ton per mile may be taken as the average toll at present chargeable on the Erie Canal; this is equal to $2.40c, which would have to be deducted from $12.40c, the present freight on a ton of produce from Chicago to New York, by the Erie Canal, leaving still, however, $10 against $8, the cost of the transport by our route, from Chicago to Quebec. It is therefore plain and indisputable that, even admitting the opponents of the Georgian Bay Canal, all the advantage of carrying property over the Erie Canal, entirely free of toll (a consumation which is at least problematical,) the Canadian route, with this link completed, would still be able to compete on advantageous terms with that or any route which can be found.

In years when the prices of grain and the other staple products of the West rule high, and the item of freight bears but a small proportion to the value in the European or Atlantic ports of consumption, a difference of $2 per ton in the cost of transportation to the sea-board may not

be very sensibly felt, nor would it be sufficient to produce a complete revolution in the course of an established trade, but let the price of wheat come down to 30s. a quarter in England, and other grains be reduced in proportion, and I am satisfied that the port which could put the grain on board the ocean ship $2 per ton lower than any other port, *must command the trade*, taking it for granted that her merchants shew themselves equal to the position which their locality would give them, and that her facilities for ocean transport are not inferior to those of her competitors.

In the preceding sections I have endeavored to present the project in its Canadian or national aspect, and to illustrate the beneficial effects which would follow its construction upon the existing public works, and ocean shipping ports of the Province. The financial prospects of the work as an investment of capital have also been imperfectly commented on.

The practicability of the work is proved by the engineers' opinions previously quoted, and I have given such illustrations of the leading characteristics of the country, as my personal observations enabled me to furnish.

The advisability of the work, in a military point of view, no one can dispute, as it would insure to Great Britain the control of an uninterupted chain of water communication from the ocean to Lake Huron, for vessels of deep draft, within her own territory; and if at any time it should unfortunately happen that the amicable relations which have so long and so beneficially existed between the two countries should be interrupted, the command of Lake Huron would be a powerful engine to preserve peace in the first instance, and failing this, if war should eventuate, the control of that lake would be of immense importance to both or either party.

It presents, in this point of view, also, an immense advantage over any far inland route, inasmuch as war vessels, while employed in the transport of troops, would also be enabled to act as powerful protectors of the Canadian borders and Canadian trade on the St. Lawrence and Lake Ontario.

It remains to consider the project in its local aspect, and its effect upon the progress of Toronto and the Counties of York, Ontario, Peel, and Simcoe. As regards the city its effects would undoubtedly be highly beneficial. Many persons conversant with the operation of improvements of a similar nature to this, upon the towns which form their termini, and who, from their acquaintance with the trade which this Canal

would command, are competent to judge, have expressed the opinion that the Georgian Bay Canal, if completed as proposed, would, within ten years from the time of its completion, make Toronto a city second only on the American continent to such cities as New York, Boston, Philadelphia, and New Orleans, in population, wealth and commerce. Independent of this general view, the direct practical effects of the work are well worthy of consideration. According to the result of the examination so far, the canal, if constructed, will enter the bay either at the Queen's Wharf, or through the valley of the Don; in either case there will be a channel, with an abundant supply of water, carried along from west to east, on the high ground, immediately in rear of the city, so as to afford unlimited water power, with ample fall for milling and manufacturing purposes, as well as for the supply of the inhabitants, and extinguishment of fires. This branch of the subject has, however, been so ably handled in Mr. Hartman's speech in the County Council (see page 25 ante) that it is quite unnecessary for me to enlarge upon it.

As regards the counties, I believe there is but one opinion among the farmers and land owners, who are interested in their improvement, as to the immensely beneficial effect which the construction of the Georgian Bay Canal would have upon their prosperity and progress.

Independent of the enormous traffic which would flow through this channel "enriching as it went," the canal would afford almost unlimited water power at various points along the line. Mills with every modern improvement would rapidly spring up along its banks, and in place of sending our wheat in the shape of raw material to be ground with the wheat of the western prairies at Rochester and Oswego, as is now so largely practised, to the serious prejudice of all tradesmen connected with the manufacture of flour in Canada, we would ourselves become the importers of the western grain, it would be ground on our own soil with the produce of our own counties. The country between Toronto and Lake Huron would become the great grain and provision depot of America and consequently of the world.

Our own architects and artizans would build these mills, our own millwrights would fit them up, our forests would furnish the timber, our coopers would convert it into barrels, and in brief all the advantages which the manufacture of a staple article (not subject to disadvantages of more elaborate manufactures of fabrics) would follow the construction of the proposed canal.

I fear that my communication will be considered too lengthy, but the

importance of the subject must be my apology, and when I assure you that I have only touched upon a very few of the advantageous aspects in which the project may be viewed, the council will readily excuse the length of my report.

I have the honor to be, Sir,

Your very obedient servant,

M. P. HAYES,

Secretary to the Committee of the Toronto and Georgian Bay Canal

J. W. BRENT, ESQ.,

Secretary Toronto Board of Trade.

TABLES OF THE TRADE OF CHICAGO.

The appended table shows the shipments of flour from this port by lake, for a series of years:—

SHIPMENTS OF FLOUR BY LAKE FOR TWELVE YEARS.

YEAR.	BBLS.	YEAR.	BBLS.
1844	6,320	1850	100,871
1845	13,752	1851	72,407
1846	28,045	1852	61,196
1847	32,538	1853	70,884
1848	45,200	1854	58,573
1859	51,300	1855	77,082

SHIPMENTS OF FLOUR FOR THREE YEARS.

		1853.	1884.	1855.
By Lake	bbls.	70,980	58,573	77,082
" Canal		1,107	520	372
" Galena Railroad		445	3,394	2,825
" Mich. S, "		661	27,361	31,335
" Mich. C. "			15,476	51,041
" Rock. Is. "		....	457	604
" Ill. Cent. "		988	1,726	....
" Ill. & Wis. "		....	96	160
" C. & Miss. "		....	10	....
City consumption and balance on hand		56,940	116,045	156,893
Total		131,130	224,575	320,312

LEAD.

Our receipts of Lead have the last year more than doubled. This is a natural consequence of the completion of the Galena and Illinois Central Railroads, leading directly to the mineral districts, and was fully anticipated in our last annual report. The principal receipts are, as to be expected, by those two routes:

RECEIPTS OF LEAD FOR THREE YEARS.

	1853.	1854.	1855.
By Lake, lbs	108,150	140,000	.....
" Canal	1,206,607	35,463	1,250
" Galena Railroad	1,759,000	4,051,346	6,071,653
" Rock Island "	.....	14,455	.....
" Illinois Central Railroad	.....	.....	.....
" Chicago & Mississippi Rail Road	.....	5,864	.....
Total	3,253,763	4,247,128	9,965,950

SHIPMENTS OF LEAD FOR THREE YEARS.

	1853.	1854.	1835.
By Lake, lbs	3,100,990	2,591,033	3,117,840
" Michigan Southern Rail Road	151,650	127,015	22,120
" Michigan Central "		.....	.....
" Rock Island "	.....	1.810	.....
" Illinois Central "	.....	85	.....
" Consumed and on hand	1,123	1,527,185	6,825,990
Total	3,253,763	4,247,128	9,995,950

TOTAL RECEIPTS OF LEAD FOR FOUR YEARS.

1852.	1883.	1854.	1855.
1,357,327	3,253,763	4,247,128	9,965,950

STEAM AND SAIL TONNAGE.

The steam and sail tonnage passing the St. Clair Flats during the season of navigation may be put down at 2,000,000 tons. There are now laid up in winter quarters in the harbor of Chicago, 6 steamers, 13 propellers, 5 steam tow-boats, 24 barques, 25 brigs, and 160 schooners—total, 233, the value of which is not much, if any less than $2,000,000. The following table shows the number and tonnage of vessels arriving each month, for the season of 1855:

NUMBER AND TONNAGE OF VESSELS ARRIVING AT THE PORT OF CHICAGO DURING THE SEASON OF 1855.

Months.	Steamers.	Propellers.	Barques.	Brigs.	Schooners.	Sloops.	Total.	Tonnage.
March	20				8	6	34	12387
April	44	10		10	214	4	282	76059
May	68	38	19	61	459	7	652	150750
June	54	63	23	62	499	6	707	167090
July	42	47	29	85	594	2	799	170189
August	53	60	28	95	588	5	820	196758
September	49	56	27	63	480	2	677	170422
October	48	60	23	62	551	1	745	181354
November	40	36	22	53	408	1	560	142872
December	16	11	6	14	77	1	125	39164
Total	434	381	177	505	3878	35	5418	1316045
Arrivals unreported							1200	292800
							6610	1708845
Total in 1854							5021	1092644
Increase in 1855							1589	516201

It is estimated by those well qualified to judge, that there have been at least 1,200 arrivals during the season not reported at the Custom House. If to the number given in the above table these be added, we have a total of 6,610 vessels arrived, with an aggregate of 1,608,845 tons burthen.

WHEAT.

Within a very few years the wheat crop of the Western States has increased to an almost incredible extent. Upon this and kindred matters, the late U. S. Government returns afford but a slender criterion upon which to judge of the present production. The wheat crop of the State of Illinois for 1849, which it is well known was less than an average, is given by the U. S. Census returns at 9,414,575 bushels. The crop of 1855 is without doubt double that of 1849. From most reliable returns in our possession, the estimate of the crop of the State, as publish- 1 in this paper a few days since, is placed at 20,000,000 bushels, and this estimate is believed to be under rather than over the actual yield. No better evidence of the increase of the crop of the State, and what is true of this State is, in a less degree perhaps, true of other Western States, than the receipts at this point for the last few years. In 1852 the total receipts of wheat at this place were less than 1,000,000 bushels. In 1854 it was thought to be a wonderful increase when they had swelled to 3,038,955 bushels; and so indeed it was. But what shall be said now when the figures for the last year give us a total receipt of 7,535,097 bushels, and a shipment of 6,298,155 bushels—an amount exceeding that of any other port in the world.

CORN.

The Corn crop of the State of Illinois is a theme of no meagre proportions. There is no country in the world which, in promise, can begin to equal it. In comparison Ancient Egypt descends to a subordinate position, and Pharaoh's elevators would find their match to handle half of it. Upon all other productions of the State there seems to be some little use in estimates, but when we come to corn, figures appear to be dismayed. The corn crop of 1854, from which the supply of the last year has been received was almost a failure, owing to excessive drouth, and the common expression of the country in speaking of the crop was to the effect, that there was "no corn." So general was this expression that at the date of our last yearly review, considerable doubt existed as to the possibility of the receipts of 1855 equalling those of the previous year. A comparison however of the receipts of the two seasons shows that so far from decreasing, those of the last year exceed those of the previous one by over one million of bushels. The crop of 1855 is the largest ever before raised in the State, and from this the supply of the coming season is to be derived. We may therefore confidently predict such a surplus of corn for the next twelve months, as has rarely if ever before been collected at any one point in the universe. Here are the figures for the last four years.

RECEIPTS OF CORN FOR FOUR YEARS.

	1852.	1853.	1854.	1855.
By Lake, bush.	....	....	1,808	
" Canal	1,810,830	2,481,334	4,396,995	3,701,441
" Galena R. R.	671,961	228,505	2,038,743	3,761,619
" Mich. S. R. R.				
" Mich. C. R. R.	....	1,823	328	8,918
" Rock Is. R. R.	....	17,862	564,757	350,123
" Ill. Cent. R. R.	....	3,595	229,566	472,654
" Ill. & Wis. R. R.	....	....	57,574	37,622
" C. & Miss. R. R.	....	....	1.892	
" Teams	508,220	136,220	200,000	200,000
Total	2,901,011	2,869,339	7,490,753	8,532,377

The Lake continues to be of course the principal route by which Corn is forwarded from this place. The accompanying table will show the disposition made of Corn for three years past:

SHIPMENTS OF CORN FOR THREE YEARS.

	1853.	1854.	1855.
By Lake, bush	2,739,552	6,626,054	7,439,259
" Canal	....	1,725	
" Galena Railroad	....	13,305	
" Mich. Southern R. R.	....	12,812	4,189
" Mich. Central R. R	40,676	184,003	74,177
Ground at City Mills	....	18,500	30,370
Used by Distillers	81,000	100,000	200,000
On hand, consumed and unaccounted for	8,111	534.354	784,382
Total	2,869,339	7,490,753	8,532,377

SHIPMENTS OF WHEAT FOR FOUR YEARS.

	1852.	1853.	1854.	1855.
By Lake, bush	635,196	1,206,163	1,650,489	5,719,168
" Canal	807	1,618	863	59,880
" Galena R. R.	....	....	3,358	....
" Mich. S. R. R	....	102,267	125,127	176.543
" Mich. C. R. R			325,978	342,288
" Rock Island R. R.	....	....	248	286
" Ill. Cent. R. R.	....	....	44	....
" C. & Miss. R. R.	....	....	820	....
Floured by C. Mills	288,493	372,748	330,000	398,250
Used by distillers	13,000	3,000	....	....
Shipped, consumed, on hand, and unaccounted for	....	....	402,230	838,692
Total	937,496	1,685,796	3,038,955	7,535,097

The shipments of Wheat by Lake from this port for a series of years commencing with 1842, are as follows:—

SHIPMENTS BY LAKE OF WHEAT FOR FOURTEEN YEARS.

YEARS.	BUSH.	YEARS.	BUSH.
1842	586,907	1849	1,936,264
1843	688,967	1850	883,644
1844	891,894	1851	437,660
1845	926,860	1852	635,496
1846	1,459,594	1853	1,206,163
1847	1,974,304	1854	1,250,489
1848	2,170,800	1855	5,719,168

EXPORTS OF THE PRINCIPAL GRAIN PORTS OF THE WORLD COMPARED WITH CHICAGO.

Odessa	5,600,000	.....	1,440,000	7,040,000
Galatz & Ibrella	2,400,000	5,600,000	320,000	8,320,000
Dantzic	3,080,000	.....	1,328,000	4,408,000
St. Petersburg	.....	all kinds	.....	7,200,000
Archangel	.....	"	.....	9,528,000
Riga	.....	"	.....	5,000,000
Chicago, (1854)	2,644,860	6,837,899	3,419,551	12,902,310
Chicago, (1855)	7,715,250	7,517,625	2,000,238	16,933,813

HOGS.

Number received in the four packing months of 1853	138,515
Weight in lbs	25,778,879

LUMBER.

	FEET.
Boards and Scantling	306,000,000
Laths	46,000,000
Shingles	17,000,000

BEEF.

The value of the Beef packed for the last four seasons compared with the present is for,

1852	$650,621,000
1853	865,949,850
1854	,865,779,110
1855	1 152,420,860

GENERAL SUMMARY.

Total number of miles of railroad centering in Chicago Feb. 16th 52	40
Total number of miles now completed and in operation	2,993
Increase in four years, or more than 600 miles per year	2,893
Total number of miles projected to be completed in from five to eight years	6,449
Total number of miles of railroad in operation in the State of Illinos Feb. 16th, 1852, four years ago	95
Total number of miles now in operation	2,410
Increase in the State in four years	2,315
The total earnings of all the railroads (40 miles) leading in to the city during the year 1855, say	$40,000
Total earnings of the roads leading into the city for the year 1855.	$13,298,201,090
Increase in four years *thirteen and a quarter millions of dollars*	13,258,301,090
Total number of trains arriving and departing now (mid winter) daily, 96. Add 12 to 20 per cent. when the Spring business opens and the number will be about	110
Number of points at which the Chicago railroads reach the Mississippi	8
Population of Chicago in 1852	38,783
Population of Chicago in 1855, or nearly 150 per cent. in three years	81,509
Total receipts of grain at Chicago for the year 1854 bushels	15,804,423
Total receipts of grain for 1855. Increase about 33 per cent. bush.	20,487,953
Total shipments of grain from the port of Chicago for the year 1855 bushels	16,633,813
Total number of hogs handled in Chicago for 1854-5	138.515
Total value of the beef packed in Chicago in 1855	$1,152,420,960
Receipts of lumber at the port of Chicago for 1855 feet	326,553,467
Now laid up in the port of Chicago, Steamboats, Propellors, Sail Vessels, &c	233
Total number of vessels arriving in Chicago during the last year	6,110
The total tonnage of vessels arriving in this port for 1855 tons	1,608,845
Amount of duties received on foreign goods at the Chicago Custom House	$296,844,750
Total amount of capital invested in manufactures during the year 1855; showing $2,075,000 increase over the present year	$6,295.000
Total number of men employed in manufacturing (increase in 55 3,7000	8,740
Total value of manufactured articles, (increase in 1855 $3,161, 491)	$ 11,031,491
Total amount expended in improvements, stores, dwellings, hotels, &c., (increase in 1855, $1,296,844)	$3,735,254

Boundary 1-6
Titles

1st title
4093146

2nd title
4093059

3rd title
4093061

4th title
2689211

5th title
4093055

6th title
4093147

4093146